Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 9, 2025
4:50 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 possible Development Agreement for Huffines (Serenade) Expansion.

B. Discussion regarding a possible Development Agreement for LC Services.

C. Discussion regarding social media policy.

D. Discussion regarding Summer Annexation Contract Expirations.

E. Discussion regarding potential Water Source Development Agreement.

F. Discussion regarding SB 2038 (ETJ Release).

G. Discussion regarding 519 S Colorado Street.

H. Discussion regarding an Interlocal Agreement between the City of Celina and the City of Little Elm.

I. Discussion regarding Chapter 212 of the Texas Local Government Code.

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

J. Discussion regarding Project 151.

K. Discussion regarding the property generally located at 301 E. Maple St.

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

L. Discussion regarding city manager employment contract.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session, including but not limited to the anticipated action items listed below (if any).

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:30 PM)

A. Celina Public Library 2025 Summer Reading Program Proclamation. (Ortiz)

B. Certificate of Appreciation - Melissa Gresham and Boshra Kargar (Cullison)

C. Thomas Windham Award Recipient - Lisa Whiteside (Cullison)

V. 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.

VI. 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- Special Called Meeting- August 2, 2025, 8:00 a.m.
2) City Council- Budget Work Session- August 4, 2025, 5:00 p.m.
3) City Council- Regular Meeting- August 12, 2025, 5:00 p.m.
4) City Council- Special Called Meeting- August 16, 2025, 8:00 a.m.

B. Consider and act to purchase a phone system refresh through various vendors and cooperative agencies for an amount not to exceed $269,458.36. (Alexander)

C. Consider and act upon an amendment to the Non-Standard Wastewater Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1. (Brawner)

D. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Creekbend Public Improvement District partially within the extraterritorial jurisdiction of the City and partially within the corporate limits of the City and calling for a Public Hearing for the City Council's October 14, 2025, meeting. (Bromiley)

E. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Supplemental Annual Service Plan update to the Service and Assessment Plan for the Ten Mile Creek Public Improvement District and providing an effective date. (Bromiley)

F. Consider and act to purchase eleven (9 patrol units, 2 detective units) VERF replacements for the Police Department from multiple vendors through cooperative contracts for an amount not to exceed $955,128.38. (Cullison)

G. Consider and act upon an Interlocal Agreement for School Resource Officers between the City of Celina and Celina ISD. (Cullison)

H. Consider and act to approve an amendment to contract 2021-398 with Collin County for dispatch services in an amount not to exceed the annual budget. (Cullison)

I. Consider and act to approve an amendment to contract 2020-366 for Jail Services with Collin County for a contractual cost of $152.18 per inmate, per day. (Cullison)

J. Consider and act to approve an annual amendment to contract 01357-09 with Collin County for Animal Control Services for an amount not to exceed $230,680.00. (Figueroa)

K. Consider and act to purchase pavement marking services for the Public Works Department from Road Master Striping, through a cooperative contract with the City of Allen at the unit prices listed in RFB 2024-11-21 Pavement Markings Services, in an amount not to exceed $100,000.00. (Figueroa)

L. Consider and act to authorize the purchase of one (1) Dodge 1500 Crew Cab 4x4 for the Engineering Department in the amount of $46,171.00, a Jetter Trailer for the Public Works Wastewater Collection Department in the amount of $126,644.24, and two (2) pieces of equipment for the Parks and Recreation Department, a Toro Workman in the amount of $39,753.38 and a

Toro Sand Pro 5040 in the amount of $37,472.64, from various vendors through cooperative contracts with BuyBoard and Sourcewell, for a total amount not to exceed $250,041.26. (Figueroa)

M. Consider and act to approve a work authorization for design services from Kimley-Horn for the Ash Street and Oklahoma Drive intersection improvements in an amount not to exceed $119,300.00. (Glasgow)

N. Consider and act upon an amendment to the Development Agreement (7th amendment) with Horizon Rockhill Heights, LLC; generally located east of Preston Road, west of the BNSF Railroad between Malone Street and Country Road 95 (J. Fred Smith), within the City Limits. (Glasgow)

O. Consider and act to award Bid 2025-056 for the construction of the Preston Road Median Tree Replacement from Frontier Parkway to N. Legacy Drive to Pace Turf Solutions in the amount of $629,786.00 plus a ten percent contingency in the amount of $62,978.60 for a total amount not to exceed $692,764.60. (Glasgow)

P. Consider and act upon an Ordinance authorizing the release of the Drainage Easement dedicated to the City of Celina for a drainage channel by Ownsby 1180 Farm Ltd. (Glasgow)

Q. Consider and act to approve a work authorization for design services from Kimley-Horn for the Tudor Place widening at the intersection of FM 1385 in an amount not to exceed $78,000.00. (Glasgow)

R. Consider and act to approve a work authorization amendment for design services from TRC Engineers, Inc. for the Glendenning Railroad Crossing Improvements in an amount of $13,930.00 for a total amount not to exceed $58,710.00. (Glasgow)

S. Consider and act on the purchase and installation of a prefabricated restroom and concessions building for Wilson Creek Park Phase 1 from the Public Restroom Company through a cooperative contract for an amount not to exceed $699,784.00. (Glasgow)

T. Consider and act to award Bid 2025-051 for Old Celina Park restroom additions to Construction Solution USA in the amount of $776,767.76 plus a ten (10) percent contingency in the amount of $77,676.78 for a total amount not to exceed $854,444.54. (Glasgow)

U. Consider and act to adopt a Resolution approving the Fiscal Year 2026 through Fiscal Year 2028 Strategic Plan with City Council's Key Priorities. (Kearney)

V. Consider and act upon a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC’s legal counsel. (Kearney)

W. Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC, for event infrastructure services for Beware! of the Square for an amount not to exceed $130,271.39. (Monaco)

X. Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC, for event production for Christmas on the Square for an amount not to exceed $124,442.19. (Monaco)

Y. Consider and act upon a Resolution establishing, selecting, and appointing a 2025 General Obligation (GO) Bond Committee. (Owens)

Z. Consider and act to accept the resignation of Buddy Minett from the Downtown Commission. (Owens)

AA. Consider and act to approve the Celina Economic Development Executive Director Amended Employment Agreement. (Ranc)

BB. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Stovall)

CC. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvsetment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

DD. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Thirteen project expenditures, providing a severability clause; and providing an effective date. (Stovall)

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

FF. Consider and act to purchase VERF Replacements, two (2) trucks and one (1) Tahoe for the Fire Department from Classic Chevrolet Grapevine through a cooperative contract with Classic Chevrolet Grapevine and unfitting through Haloz36 for an amount not to exceed $210,098.39. (White)

VII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 41 acres; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Glen at Uptown – C-3 Expedited Annexation) (Mohan)

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 41 acres to a Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, and modified development standards; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. (Glen at Uptown – PD Zoning) (Mohan)

C. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 51 acres; generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway, within the Extraterritorial Jurisdiction (ETJ). (Creekbend (Legacy Branch) – C-3 Expedited Annexation) (Mohan)

D. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 91 acres to a Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, and modified development standards; generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway. (Creekbend (Legacy Branch) – PD Zoning) (Mohan)

E. Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of a law office; generally located at the northeast corner of Oak Street and Texas Drive, within the Downtown Code, Gateway East District. (310 S Texas (Office) – Major Modification) (McAfee)

F. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 232.844 acre tract of land legally described as A0211A Cowan, TR 11, OLD DCAD Sheet 1, TR #9, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described

as A0211A Cowan, TR 12, OLD DCAD Sheet 1, TR #16, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52883. (Summer Annexation Contract Expirations) (Mohan)

G. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.51 acre tract of land legally described as A0211A Cowan, TR 20, OLD DCAD Sheet 1, TR #10, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52943. (Summer Annexation Contract Expirations) (Mohan)

H. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.3 acre tract of land legally described as A0211A Cowan, TR 33, OLD DCAD Sheet 2, TR #3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52949. (Summer Annexation Contract Expirations) (Mohan)

I. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E, 4E, 5E, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #84822. (Summer Annexation Contract Expirations) (Mohan)

J. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 9.0 acre tract of land legally described as Eastern Hills Estates Lot 3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #191267. (Summer Annexation Contract Expirations) (Mohan)

K. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 5.69 acre tract of land legally described as Eastern Hills Estates Lot 4, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #195307. (Summer Annexation Contract Expirations) (Mohan)

L. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 2.0 acre tract of land legally described as A0211A Cowan, TR 12E(1), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #254098.(Summer Annexation Contract Expirations) (Mohan)

M. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 18.143 acre tract of land legally described as ABS A0170 Collin County School Land #15 Survey, Sheet 2, Tract 19, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #992135. (Summer Annexation Contract Expirations) (Mohan)

N. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 4.0150 acre tract of land legally described as Preston 450 Addition, Lot 39, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO Survey, Tract 18, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1584501. (Summer Annexation Contract Expirations) (Mohan)

O. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties

and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2121068. (Summer Annexation Contract Expirations) (Mohan)

P. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 24.086 acre tract of land legally described as ABS A1030 Jonathan Westover Survey, Sheet 1, Tract 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2122500.(Summer Annexation Contract Expirations) (Mohan)

Q. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 3.117 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 76, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507331; an approximate 2.715 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 77, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507332; an approximate 2.15 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 78, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507333; and an approximate 3.011 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 79, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507334. (Summer Annexation Contract Expirations) (Mohan)

R. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 3.23 acre tract of land legally described as ABS A0779

Levin Routh Survey, Tract 12, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2647903. (Summer Annexation Contract Expiration) (Mohan)

S. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 39.437 acre tract of land legally described as ABS A0380 W H Herron Survey, Tract 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2688521. (Summer Annexation Contract Expiration) (Mohan)

T. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 8.376 acre tract of land legally described as ABS A0170 Collin County School Land #15 Survey, Sheet 2, Tract 11, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2714384. (Summer Annexation Contract Expiration) (Mohan)

U. The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 16.369 acre tract of land legally described as ABS A0380 W H Herron Survey, Tract 26, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2741350. (Summer Annexation Contract Expiration) (Mohan)

V. Conduct a Public Hearing to consider testimony and receive public input regarding the proposed FY 2025-2026 Budget and act upon an Ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2025-2026 beginning October 1, 2025, and ending September 30, 2026, and making appropriations for each department, project, and account and providing for expenditures of funds. (Bromiley)

W. Conduct a Public Hearing to consider testimony regarding the proposed 2025 Ad Valorem Tax Rate and act upon an Ordinance of the City of Celina, Texas, establishing and levying municipal Ad Valorem Taxes for the tax year 2025, at a rate of $0.576401 per one hundred dollars ($100.00) assessed valuation, which includes a maintenance and operations component and a debt service component, on all taxable property within the corporate limits of the City; and providing for collection of the municipal Ad Valorem Taxes, including interest and penalties on delinquent payments. (Bromiley)

VIII. ACTION ITEM:

A. Consider and act upon an Ordinance of the City of Celina, Texas, ratifying the property tax increase reflected in the annual budget for the Fiscal Year 2025-2026, beginning October 1, 2025, and ending September 30, 2026. (Bromiley)

B. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Legacy Celina Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a Public Hearing on October 14, 2025, to consider an Ordinance levying assessments on property located within the Legacy Celina Public Improvement District. (Bromiley)

C. Consider and act upon a Resolution appointing members to fill terms on the City's boards, commissions, committees, and corporations. (Owens)

D. Consider and act upon a Resolution to assign Economic Development Corporation (EDC) Board of Directors Terms. (Owens)

IX. ADJOURNMENT:

City of Celina, TX
Taxpayer Impact Statement

(Required under Texas Government Code 551.043 as amended by HB 1522, effective September 1, 2025)

This notice informs taxpayers of the potential impact of the proposed budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the proposed tax rate.

Median Taxable Homestead Value

Current Year (FY2024-2025)	$530,903
Upcoming Year (FY2025-2026)	$572,562

FY2025-2026 Tax Rates

No-New-Revenue Tax Rate (FY2025-2026)	$0.559151 per $100 valuation
Proposed Tax Rate (FY2025-2026)	$0.576401 per $100 valuation

Estimated Annual Tax Bill Comparison

	TAX RATE	ESTIMATED TAX BILL
Current Year (FY2024-2025)	$0.598168	$3,175.69
No-New-Revenue Tax Rate (FY2025-2026)	$0.559151	$3,201.49
Proposed Tax Rate (FY2025-2026)	$0.576401	$3,300.25

Calculations

➢ Current Year Tax Bill	($530,903 ÷ 100) x $0.598168 = **$3,175.69**
➢ No-New-Revenue Tax Rate	($572,562 ÷ 100) x $0.559151 = **$3,201.49**
➢ Proposed Tax Rate Bill	($572,562 ÷ 100) x $0.576401 = **$3,300.25**

Summary

If the City of Celina adopts the proposed tax rate of $0.576401 per $100 valuation,
the average homestead owner would pay
approximately $124.56 more annually compared to the current year.

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."

_____
Ashley Owens, City Secretary

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
SATURDAY, AUGUST 2, 2025
8:00 AM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 8:01 AM.

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

II. OPEN FORUM:

No one wished to speak during Open Forum.

III. WORK SESSION:

A. Conduct interviews for applicants for City boards, commissions, committees, and corporations. (Owens)

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 10:21 AM.

Approved on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, City Secretary

Life Connected.

CITY COUNCIL WORKSESSION
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, AUGUST 4, 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	Council Member Andy Hopkins
Mayor Pro Tem Eddie Cawlfield	Council Member Mindy Koehne
Deputy Mayor Pro Tem Brandon Grumbles	
Council Member Philip Ferguson	
Council Member Wendie Wigginton	

II. OPEN FORUM:

No one wished to speak during Open Forum.

III. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Fiscal Year 2025-2026 Proposed Annual City Budget. (Ranc)

B. Discussion regarding the Fiscal Year 2025-2026 Proposed Economic Development Corporation Budget. (Satarino)

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:17 PM.

Approved on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, City Secretary

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 12, 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 Eddie Cawlfield	
Deputy Mayor Pro Tem Brandon Grumbles	
Council Member Philip Ferguson	
Council Member Andy Hopkins	
Council Member Wendie Wigginton	
Council Member Mindy Koehne	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Ben Ward, with River Life Church, gave the Invocation.

III. EXECUTIVE SESSION:

Closed to Public as Provided in the Texas Government Code.

The City Council convened into Executive Session at 5:08 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding potential Water Source Development Agreement.
B. Discussion regarding Bosh Mediation Update.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve mediation settlement and authorize payment for the property. The motion carried 7-0.

C. Discussion regarding Troubadour Contract.
D. Discussion regarding Senate Bill 840 (MU & MF allowed in C Zoning) and Senate Bill 15 (size and density on residential lots).

E. Discussion regarding possible development agreement amendment with HC Celina 414, LLC.
F. Discussion regarding Ting An; Haoran An v. City of Celina - Cause No. 04-SC-25-00366.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:
G. Discussion regarding Project Ruby.
H. Discussion regarding Project Buckeye.
I. Discussion regarding Project Cobb.
J. Discussion regarding a Partnership Agreement with a business located at 211 W. Pecan.
K. Discussion regarding an Economic Development Agreement with Trinity Summit Investments LLC.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:
L. Discussion regarding Mosiac land swap.
M. Discussion regarding Varghese Condemnation Update.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve payment for the property in accordance with the Special Commissioners Award. The motion carried 7-0.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters:
N. Discussion regarding City Manager Contract.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve the second amended City Manager contract as discussed in Executive Session. The motion carried 7-0.

O. Discussion regarding Celina Economic Development Corporation Director Contract.

The City Council closed Executive Session and reconvened into Open Session at 6:55 PM.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session, including but not limited to the anticipated action items listed below (if any).
Q. Consider and act to approve an Economic Development Agreement with Trinity Summit Investments LLC. (Satarino)

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:30 PM)

A. Presentation of the ICC/IAEI ElectriCity Certificate. (Hernandez)

B. Presentation of a Proclamation declaring Celina as a Trafficking-Free Zone. (Tubbs)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion of the FY 2026 - FY 2028 Strategic Plan. (Kearney)

B. Discussion regarding Architecture Ordinance Update. (McAfee)

C. Discussion regarding Gateway Monumentation – Concept Review. (McAfee)

D. Discussion regarding the Fiscal Year 2025-2026 Proposed Budget. (Ranc)

E. Update on Water Conservation Efforts. (Brawner)

F. Discussion regarding Collin CAD Board of Directors Nominations. (Stovall)

G. Discussion regarding May 2026 General Obligation Bond Election. (Stovall)

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:

1) Vince Handler spoke regarding his candidacy for Denton County Justice of the Peace Precinct 5.

2) Randy Howard spoke regarding water restrictions.

VII. CONSENT AGENDA:

Upon a motion by Council Member Hopkins and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve the Consent Agenda. The motion carried 7-0.

A. Minutes Approval:
1) City Council- Regular Meeting- July 8, 2025, 5:00 p.m.

B. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Cambridge Crossing Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-39

C. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Celina Hills Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-40

D. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Chalk Hill Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-41

E. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Creeks of Legacy Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-42

F. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Cross Creek Meadows Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-43

G. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Edgewood Creek Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-44

H. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-45

I. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing West Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-46

J. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Harper Estates Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-47

K. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Hillside Village Public Improvement District and providing an effective date.

(Bromiley)

Ordinance No. 2025-48

L. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Lakes at Mustang Ranch Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-49

M. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Legacy Hills Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-50

N. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Mosaic Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-51

O. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Mustang Lakes Annex Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-52

P. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the North Sky Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-53

Q. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Ownsby Farms Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-54

R. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the

Parks at Wilson Creek Annex Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-55

S. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Parks at Wilson Creek Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-56

T. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Parvin Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-57

U. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields East Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-58

V. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields II Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-59

W. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Ten Mile Creek Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-60

X. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for The Columns Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-61

Y. Consider and act upon an Ordinance of the City of Celina, Texas, approving the

2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Wells North Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-62

Z. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Wells South Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-63

AA. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Annual Service Plan update to the Service and Assessment Plan for the Wilson Creek Meadows Public Improvement District and providing an effective date. (Bromiley)

Ordinance No. 2025-64

BB. Review and acceptance of the Quarterly Investment Report for the period ended June 30, 2025. (Bromiley)

CC. 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. 2025-65

DD. Consider and act to purchase uniforms for the Fire Department through a TXShare cooperative contract with Galls for an amount not to exceed $111,000.00. (White)

EE. Consider and act to purchase upfitting equipment for the Fire Department Assistant Fire Chief Tahoe through cooperative contracts with GT Distributors, Haloz36, and Motorola for an amount not to exceed $71,673.53. (White)

FF. Consider and act to approve a work authorization for design services from Halff and Associates, for the schematic design of Sunset Boulevard from Oklahoma Dr to FM 428 in an amount not to exceed $232,000.00. (Glasgow)

GG. Consider and act upon an amendment to the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to revise all school zones start and end times for the Prosper and Celina ISDs. (Glasgow)

Ordinance No. 2025-66

HH. Consider and act to award CSP 2025-050 for the construction of a northbound right

turn lane on SH 289 (Preston Road) onto Punk Carter Parkway to Vlex Construction LLC in the amount of $453,207.00 plus a ten (10) percent contingency of $45,320.70 for a total amount not to exceed $498,527.70. (Glasgow)

II. Consider and act to authorize a supplemental agreement between Oncor Electric Delivery Company LLC and the City of Celina for the installation and service of streetlights along Ash Street from Preston Road to Oklahoma Drive in an amount not to exceed $246,651.28. (Glasgow)

JJ. Consider and act to authorize an amendment to a work authorization for professional review services of traffic engineering studies by Westwood Professional Services, Inc., in an amount not to exceed $30,150.00. (Glasgow)

KK. 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 County Road 52 improvements, approximately three thousand feet (3,000'). (Glasgow)

Resolution No. 2025-55R

LL. Consider and act to purchase Information Technology SCADA network hardware through Texas Department of Information Resources (DIR) contract for an amount not to exceed $129,907.54. (Alexander)

MM. Consider and act to award Bid 2025-052 for the Pheasant Run Culvert Repair to A T Construction at the unit prices listed in the amount of $167,060.00 plus fifteen (15) percent contingency in the amount of $25,059.00 for a total amount not to exceed $192,119.00. (Figueroa)

NN. Consider and act to award RFP 2025-037 to Matrix Consulting Group, LTD. for Fleet Master Planning Services in an amount not to exceed $88,020.00. (Figueroa)

OO. Consider and act to authorize a cooperative purchase with Nouveau Technology Services LP through the Interlocal Purchasing Services (TIPS Contract #RCSP241001) for repairs to the fishing platform at Old Celina Park in an amount of $55,096.45 plus a 10% contingency in the amount of $5,509.65 for a total amount not to exceed $60,606.10. (Walsh)

PP. Consider and act upon a Resolution to create the Celina Youth Council and approve program guidelines. (Kearney)

Resolution No. 2025-56R

QQ. Consider and act to authorize an amendment to the agreement with Parkhill, Smith & Cooper for design services for the Parks Administration Building in an amount not to exceed $93,220.00. (Brawner)

RR. Consider and act to approve a work authorization for professional talent buying services in support of the 2026 Celina Cajun Fest with B-Weiss Entertainment Group, LLC, for an amount not to exceed $125,000.00. (Monaco)

SS. Consider and act upon a Resolution Urging the Texas Department of Transportation and State Leaders to Expedite Funding for Critical Transportation Projects. (Ranc)

Resolution No. 2025-57R

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 26 acres; generally located 1,800 feet east of Preston Road and north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Millen Farms – C-3 Expedited Annexation) (Mohan)

Council Member Koehne excused herself at 8:49 PM.

Mayor Tubbs opened the Public Hearing at 8:50 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:51 PM.

Upon a motion by Council Member Ferguson and a second by Mayor Pro Tem Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-67. The motion carried 6-0.

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 26 acres to a Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, and modified development standards; generally located 1,800 feet east of Preston Road and north of Frontier Parkway. (Millen Farms - PD Zoning) (Mohan)

Mayor Tubbs opened the Public Hearing at 8:52 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:52 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. 2025-68. The motion carried 6-0.

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances by amending Chapter 14: Zoning, to reflect updates to the City Charter and Boards & Commissions Policy. (Zoning Ordinance Charter & Policy Alignment – Text Amendment) (McAfee)

Council Member Koehne returned at 8:53 PM.

Mayor Tubbs opened the Public Hearing at 8:55 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:55 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-69. The motion carried 7-0.

D. Conduct a Public Hearing to consider and act upon an Ordinance abandoning and

vacating an approximately 0.819 acre unimproved roadway easement generally located between County Road 83 and Coit Road, situated in the Collin County McKenzie Wilhite Survey, Abstract No. 1008, Collin County, Texas. (Glasgow)

Mayor Tubbs opened the Public Hearing at 8:57 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:57 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-70. The motion carried 7-0.

E. Conduct a Public Hearing to consider and act upon an Ordinance Amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 2: Water and Wastewater Facilities by adopting Updated Land Use Assumptions; adopting an updated Capital Improvements Plan for water and wastewater; adopting an updated land use equivalency table; adopting revised water and wastewater Impact Fees; adopting a revised Schedule 1, Assessment Rates, and Schedule 2, Collection Rates, for water and wastewater facilities; updating ordinance reference numbers; and providing for the repeal of the unattributed credits reimbursement provision under Section 10.02.039. (Glasgow)

Mayor Tubbs opened the Public Hearing at 9:03 PM.
1) David Lehde, with the Dallas Builders Association, spoke in opposition.
Mayor Tubbs closed the Public Hearing at 9:06 PM.

Upon a motion by Deputy Mayor Pro Tem Grumbles and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-71. The motion carried 7-0.

IX. ACTION ITEM:

A. Consider and act upon a Resolution accepting the proposed property tax rate; establishing dates for public hearings on the proposed property tax rate and Fiscal Year 2025-2026 budget; providing for the dates for the City Council to approve the property tax rate and Fiscal Year 2025-2026 budget; and providing for publication of public hearing notices as provided by the Texas law. (Bromiley)

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-58R. The motion carried 7-0.

B. Consider and act to ratify the Amended and Restated Celina Economic Development Corporation (CEDC) Bylaws. (Satarino)

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve the

amended and restated Celina Economic Development Corporation (CEDC) Bylaws. The motion carried 7-0.

X. ADJOURNMENT:
Mayor Tubbs adjourned the meeting at 9:18 PM.

Approved on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, City Secretary

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CELINA COUNCIL CHAMBERS
112 N. COLOARDO ST.
SATURDAY, AUGUST 16, 2025
8:00 AM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 8:00 AM.

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

II. OPEN FORUM:

No one wished to speak during Open Forum.

III. WORK SESSION:

A. Conduct interviews for applicants for City boards, commissions, committees, and corporations. (Owens)

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 9:50 AM.

Approved on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, 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
Date: September 9, 2025

Agenda Item:
Consider and act to purchase a phone system refresh through various vendors and cooperative agencies for an amount not to exceed $269,458.36. (Alexander)

Background Information:
The City is planning to replace its current cloud-based Voice over Internet Protocol (VoIP) phone system with a comprehensive unified communications solution using Microsoft Teams. This initiative is aimed at modernizing the city's communications infrastructure, enhancing system reliability, and consolidating various communication tools into a single, streamlined platform. The purchase includes a 36-month contract for phone services, 15 months of Microsoft Teams licensing to co-term to the FY27 renewal, and professional services to assist in the configuration and migration.

Description	Vendor	Contract	Contract #	Quantity	UoM	Unit Price	Amount
Phone Lines	Call Tower	Omnia	R200803	36	Months	4,410.71	158,785.56
Phone Lines 1x Cost	Call Tower	Omnia	R200803	1	EA	3,428.80	3,428.80
MS Teams License	SHI	DIR	DIR-CPO-5237	15	Months	4,224.00	63,360.00
Migration	Converge	TIPS	230105	1	EA	43,884.00	43,884.00
Total							269,458.36

The City maintains an executed Interlocal Agreement with the cooperative agencies listed above. Chapter 271 of the Local Government Code authorizes cooperative purchases. The use of

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

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Phone System License
3. Phone Service
4. Professional Services

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

Staff Recommendation:
Staff recommends approval as presented.

PHONE SYSTEM REFRESH

Information Technology
September 9, 2025



PHONE REFRESH

The city is planning to replace its current cloud-based Voice over Internet Protocol (VoIP) phone system with a comprehensive unified communications solution using Microsoft Teams. This initiative is aimed at modernizing the city's communications infrastructure, enhancing system reliability, and consolidating various communication tools into a single, streamlined platform. The purchase includes a 36-month contract for phone services, 15 months of Microsoft Teams licensing to co-term to the FY27 renewal, and professional services to assist in the configuration and migration.



QUESTIONS?

Pricing Proposal
Quotation #: 26530931
Reference #: EA - 49957574
Created On: 8/15/2025
Valid Until: 8/29/2025

TX-City of Celina

Alden Gleason
142 North Ohio
St.
Celina, TX 75009
United States
Phone: 9723822111
Fax:
Email: agleason@celina-tx.gov

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Teams Domestic Calling Plan GCC Sub Per User Microsoft - Part#: LM9-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: – 11/30/2025 **Note:** 3 months, Year 2 of 3.	400	$31.68	$12,672.00
2	Teams Domestic Calling Plan GCC Sub Per User Microsoft - Part#: LM9-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2025 – 11/30/2026 **Note:** Year 3 of 3 will invoice 12/1/2025 for 12 months	400	$126.72	$50,688.00

Subtotal	$63,360.00
Shipping	$0.00
Total	$63,360.00

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



calltower

SOLUTION & PRICING

PROPOSAL

Prepared for City of Celina

STAY **CONNECTED.** STAY **AHEAD.**

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina
Quote provided in USD currency

Celina TX - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
MS Teams OC - AA or CQ (Resource Account Calling Plan) - Unlimited	50	$7.95	$397.50	$0.00
MRC Discount 30 %		- $2.38	- $119.00	
DID - United States	2195	$0.49	$1,075.55	$1,207.25
NRC Discount 100 %				- $1,207.25
E911 Surcharge	400	$0.69	$276.00	$0.00
MRC Discount 20 %		- $0.14	- $56.00	
MS Teams OC US/CAN - Unlimited	400	$7.95	$3,180.00	$3,528.00
MRC Discount 30 %		- $2.38	- $952.00	
NRC Discount 70 %				- $2,468.00
CT Text for MS Teams User - SMS (Standard)	30	$9.95	$298.50	$358.50
MRC Discount 25 %		- $2.49	- $74.70	
		Term: 36 Months	**Total MRC** $4,025.85	**Total NRC** $1,418.50

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina
Quote provided in USD currency

Company Wide Services - Service Order

Description	Qty	Price	Monthly Recurring	Non Recurring
Implementation Charge	1	$0.00	$0.00	$1,495.00
NRC Discount 100 %				- $1,495.00
DID Activation/Port Fee - US/CAN	2595	$0.00	$0.00	$12,819.30
NRC Discount 85 %				- $10,899.00
SMS 10DLC Registration per Campaign - 1 to 49 DIDs	1	$17.00	$17.00	$90.00
MRC Discount 100 %		- $17.00	- $17.00	
		Term:	**Total MRC**	**Total NRC**
		36 Months	$0.00	$2,010.30

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina
Quote provided in USD currency

Summary - Service Order

Description	Monthly Recurring	Non Recurring
Celina TX	$4,025.85	$1,418.50
Company Wide Services	$0.00	$2,010.30
Estimated Taxes & Surcharges	$384.86	

Term:	Total MRC	Total NRC
36 Months	$4,410.71	$3,428.80

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina

SELECTED ITEM DESCRIPTIONS

Outbound International Rates can be found at

https://info.calltower.com/hubfs/CallTower%20International%20DID.pdf

International In Country Rates can be found at

https://info.calltower.com/hubfs/CallTower-InCountryRateDeck.pdf

CT Text for MS Teams User - SMS (Standard)

CT Text app with SMS texting for Microsoft Teams. Includes unlimited messages. Features chat bot with app for Teams notifications. Includes Personal and Shared Inbox, Browser Extension, Outlook Integration, Mobile Access, Text Assignments, Group Messaging, Archiving, Microsoft SSO, and Contact Management. Available on US DIDs only. SMS 10DLC Registration Required.

DID - United States

Phone number assigned to a future phone line. Additional DID purchases allow for a block of phone numbers for future growth.

DID Activation/Port Fee - US/CAN

Per DID fee to port and/or order new US/CAN domestic numbers. Fee is also applicable for port outs and removal of DIDs. Contact Telecom to validate number availability and/or portability.

E911 Surcharge

E911 Surcharge

Implementation Charge

This is a personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management, and Circuit Ordering. Additional charges may apply for professional services which may include custom scripts, engineering support, etc.

MS Teams OC - AA or CQ (Resource Account Calling Plan) - Unlimited

Per Auto Attendant or per Call Queue fee Includes inbound DID usage. Toll free inbound available at additional charge. Does not include tenant configuration. CallTower requires a SFB and Teams Administrator Service Account. Includes DID.

MS Teams OC US/CAN - Unlimited

Per user fee for MS Teams Operator Connect. Includes a US DID and unlimited US/CAN calling; for Calling plan users in Canada, a Canadian DID is required (not included). Calling plan requires the Phone System and Audio Conferencing with all Office 365 license excluding the Microsoft Office 365 E5 license. Access to international calling per CallTower's international rate plan. THIS SKU CANNOT BE COMBINED WITH METERED USAGE WITHIN THE SAME CALLTOWER CUSTOMER. THIS SKU CAN ONLY BE USED FOR CUSTOMERS WITH 50+ TOTAL SEATS.

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina

SELECTED ITEM DESCRIPTIONS

Outbound International Rates can be found at

https://info.calltower.com/hubfs/CallTower%20International%20DID.pdf

International In Country Rates can be found at

https://info.calltower.com/hubfs/CallTower-InCountryRateDeck.pdf

SMS 10DLC Registration per Campaign - 1 to 49 DIDs

SMS Campaign registration for 10DLC compliance for up to 49 DIDs. This SKU can only be used if the total number of DIDs for a registered SMS campaign is 49 or less. Need to register each campaign separately for any Non-Consumer use. (A2P) A Non-Consumer is a business, organization, or entity that uses messaging to communicate with Consumers. Examples may include, but are not limited to, large-to-small businesses, financial institutions, schools, medical practices, customer service entities, non-profit organizations, and political campaigns.

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina

Service Agreement

This Services Agreement (the "Agreement") between CallTower, Inc. ("CallTower"), a Delaware corporation with its principal place of business located at 10701 S River Front Pkwy, South Jordan, UT 84095, and City of Celina (the "Customer") with its principal place of business located at 142 N Ohio St Celina, TX 75009, is entered into as of the date of the last signature in the signature page below (the "Effective Date").

WHEREAS: CallTower provides Unified Communications as a Service and is committed to support its customers with the best technology, people, and communications solutions available.
WHEREAS: Customer desires to subscribe to the services offered by CallTower:
NOW THEREFORE, the parties agree as follows:

1. The following definitions shall apply to this Agreement:

    1.1. Services: Services refer to the range of communications applications delivered by CallTower commonly referred to as Unified Communications.
    1.2. Service Order: Service Order is a document that specifies a collection of Services to be delivered to Customer's specific location or locations, or to specific users, and may be adjusted from time to time as the Customer's contracted Services increase or decrease. Service Orders are provided as attachments to this Agreement.
    1.3. Installation Date: Installation Date refers to the date that is targeted by CallTower and Customer for which Services are to be activated.
    1.4. Activation Date: Activation Date is the date on which Services in the Service Order are substantially ready for activation and is independent of number porting, unless otherwise agreed to by CallTower and Customer. Service Orders may have or specify varying Activation Dates with the exception of Cisco Webex Licensing. Billing will begin on the agreed upon date between CallTower and Customer.

2. CallTower agrees to provide to Customer the Services specified in the Service Order(s) attached hereto. Each Service Order will be executed by the Parties and may be amended from time to time as Customer's needs change.
3. This Agreement shall apply to each Service Order and the Term specified in the Service Order shall commence on the Activation Date of the Services (or the applicable Service) in such Service Order.
4. Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s). All fees are due and payable within 30 days of invoice date.
5. All stated Installation Dates are approximate; CallTower will not be deemed to be in default, nor shall it be liable for any damages or loss resulting from delays in installation but will use commercially reasonable efforts to achieve the committed Installation Dates.
6. Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request up to four dollars and ninety-four cents. CallTower will use commercially reasonable efforts to port Customer's number on or before the requested cut over date but will have no liability to Customer for any delays in porting.
7. Customer is responsible for complying with the Cloud Provider Requirements and Readiness, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer. Applicable equipment purchases are final.
8. Customer will comply with CallTower's Terms of Use as posted on CallTower's web site. https://www.calltower.com/terms-of-use-for-customers/
9. Customer confirms the Customer representations and warranties set forth in the Terms of Use.
10. Customer acknowledges that the Terms of Use include, but are not limited to, provisions addressing Emergency Calling, Enhanced 911, Basic 911, and Customer's responsibility in connection with Emergency Calling. CallTower disclaims any and all liability or responsibility in the event Customer-provided registered location information is inaccurate or out of date. Customer shall indemnify and hold harmless CallTower from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or its providing incorrect information to CallTower.
11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either party by written notice of nonrenewal or extension at least thirty (30) days prior to the end of the then current term. If Customer provides such written notice of nonrenewal or extension, CallTower will continue to provide the Services until terminated by Customer on a month to month basis at 110% of the current billing line item in effect at the end of the then current term.
12. All sales, services and use taxes which are imposed by any government entity on the fees for any of the Services (other than taxes relating to CallTower's net income) shall be the sole responsibility of Customer, whether set forth in an invoice or not and regardless of when imposed or assessed, and shall not be considered a part of, or an offset against, fees for the Services.

13. Either party may terminate this Agreement for cause as set forth below or without cause at any time with 30 days written notice.
14. If Customer terminates this Agreement or any Service Order without cause, Customer shall pay (i) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect (the "Termination Date"), and all Service Orders will terminate on such Termination Date and (ii) CallTower's expenses and fees associated with pre-mature termination.
15. Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") posted on CallTower's web site; provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not re-established to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.
16. CallTower shall have the right to terminate this Agreement for cause if all fees due CallTower are not paid in full within ten (10) days after CallTower provides Customer with written notice of non-payment. In the event of termination of Services for cause, (i) CallTower may cease providing any or all of the Services and (ii) Customer shall pay CallTower a lump sum, within fifteen (15) days of the effective date of termination, equal to the sum of (A) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect and (B) CallTower's expenses and fees associated with pre-mature termination.
17. Customer grants CallTower the authorization to process payments based on the selection made in this document. If Customer does not pay an invoice when due, CallTower may charge a late payment fee on the overdue amount equal to eighteen percent (18%) per annum or the maximum legal rate permitted by law, whichever is less.
18. Customer can reduce Services under any Service Order at any time; however total billing for Services cannot be reduced by more than 10% in any rolling 12-month period. This reduction of Service does not apply to Cisco Flex and Microsoft NCE Licensing.
19. CallTower will not be responsible for any real or reported losses incurred by Customer alleged to result from acts or omissions by CallTower or for any indirect, incidental, consequential, special or exemplary damages. CallTower's full liability is limited to a credit based upon the value of CallTower's Services delivered to Customer, as defined in CallTower's Service Level Agreement.
20. With the exception of CallTower's enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in Salt Lake City, Utah administered by the American Arbitration Association (“AAA”) and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.
21. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assignees of the parties hereto.
22. The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement.
23. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties.
24. This Agreement shall be governed by the laws of the State of Utah (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
25. Customer and CallTower agree that all details of this Agreement, included but not limited to pricing, product bundles, Customer information, and CallTower information shall be considered proprietary and confidential.
26. The relationship of CallTower and Customer is that of independent contractors. Neither party nor its employees, consultants, contractors or agents are agents, employees, partners or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation.
27. No delay or default in performance of any obligation by either party, excepting all obligations to make payments, shall constitute a breach of this Agreement to the extent caused by acts of God, war, government action, acts of terrorism, fire, flood, storm, explosion, earthquake or other causes that are not foreseeable and are beyond the reasonable control of the other party.
28. The parties execute this Agreement effective as of the Effective Date.
29. CallTower is committed to maintaining the privacy of its customers. For CallTower's Customer Proprietary Network Information (CPNI) policy, please see https://www.calltower.com/resources-training/customer-proprietary-network-information-policy/. For information on California Consumer Privacy Act (CCPA) certification, please see https://www.calltower.com/resources-training/california-consumer-privacy-act-certification/. For information on CallTower's role as a Data Processor, please see CallTower's Data Processing Agreement at https://info.calltower.com/hubfs/CallTower-Data%20Processing%20Agreement.pdf

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina

Cloud Provider Requirements and Readiness

Customers must review and be compliant with the CallTower documents below:
CallTower's Microsoft Teams support and implementation policies
https://www.uc.solutions/Microsoft_Teams/Microsoft_Teams_Technical_Info/Microsoft_Teams_Implementation_and_Support

Site Readiness Requirements: Customer facilities must meet minimum requirements pertaining to their telecommunications infrastructure to support CallTower services. The Customer is responsible to ensure that each of their facilities meet, or are upgraded to meet, the minimum requirements as determined by CallTower. The site readiness requirements are, but are not limited to:

Client Desktop and Mobile Hardware: Client hardware must meet minimum requirements as specified by each cloud provider.
https://www.uc.solutions/General_CallTower_Info/CallTower_Information/Client_Desktop_and_Mobile_Hardware_Requirements

Minimum Point of Entry (MPoE)
MPOE Access: The MPoE is readily accessible to CallTower & the Local Exchange Carrier.
Power/Backboard/lighting: The MPoE meets FCC standards, which allows for safe connection of third-party telephone Customer-premises equipment and wiring to the Public Switched Telephone Network (PSTN).

Circuit Extension: There must be a sufficient number of available copper pairs at the MPoE servicing the Customer server room where the router is racked for the type of network connection installed to support CallTower services. Circuit extensions will utilize the existing house cabling and patch panels and any need for additional buildout or modification of such is the Customer responsibility. Where CallTower is to provide the circuit extension, the Customer will be responsible for any cost exceeding $400.

Server Room Equipment Placement: CallTower router and switches are mounted on a rack that meets server room standards and the router and switches are mounted within six feet of each other. Patch cable runs greater than six feet must be provided by the Customer. Equipment Placement: Equipment is adequately ventilated and spaced to allow for maintenance and cooling and both the front and rear panels of the router(s) and switch(es) are accessible. Devices must not be near water sources, electromagnetic interferences sources, nor in closed spaces. A minimum of 5 inches should be available around all sides of the CallTower routers and switches. Once the equipment is placed on the server rack or surface.

Operating Temperature: 32 to 104F (0 to 40C), Operating Humidity: 10 to 85% non-condensing

Required Operating Power: Each router or switch has a power outlet providing the voltage: AC Input Voltage: 100 to 240 VAC

Uninterruptible power supply (UPS) for server room power conditioning (visit http://www.apc.com/tools/ups_selector for info if needed)

Patch Panel: Customer-provided patch panel is within six feet of the switch and is well-labeled. All cabling is properly terminated at the patch panel.

Office Suite
Cabling: Industry Standard Category 5, Category 5e or Category 6 is run from the patch panel to every IP phone location, with no hubs or other intermediate devices. CallTower does not install suite cabling. Terminated endpoints: Every IP Phones location has wall jack to receive power and proper signaling. Labeled Endpoints: Network Cabling is properly be labeled at the end point (Cubicle/Office) and match the patch panel labeling at the server room.

WHAT'S NEXT?

Thank you for choosing CallTower and Welcome to the CallTower family.

We want you to have a wonderful experience onboarding with CallTower.

Let's review the next steps are for a successful implementation so everyone is on the same page. All items below must be completed to move into implementation.

PLEASE NOTE: An implementation manager **WILL NOT** be assigned until the items below are complete:

- All documents are signed and dated
- Customer Point of Contact must be completed on the agreement
- Contact Center form if applicable

Once all items above have been completed, CallTower will initiate implementation/onboarding discussions within **the next 2 business weeks**. Our implementation timelines can vary from one week to a few months, depending on the complexity of the implementation. We will work with your team to implement the services in a timely and acceptable fashion.

Please begin to familiarize yourself with CallTower's scope of work (SOW) requirements. This SOW **will be customized based on the services** that have been ordered and discussed with your assigned Implementation Project Manager on your kickoff call. CallTower Scope of Work

For porting, specific documents are **required based on the country**. Please refer to the guide at the following link for the necessary documents: DID Porting Timelines and Process

This notice has been provided to set appropriate expectations and ensure a smooth onboarding experience. If you have any questions, **please reach out to CallTower Sales Ops Team** at salesops@calltower.com.

Please review this article for the most recent updates on the different tier levels available for international dialing. These tiers determine which countries your account will be able to place calls to. Additional waivers and/or fees may be necessary based on your international calling needs.

calltower
Stay Connected. Stay Ahead.

Quote #1045012 Date: 08/11/2025
Exp Date: 09/10/2025
City of Celina

SIGNATURE PAGE

In witness whereof, the parties have caused this Proposal, including the attached Service Agreement, to be duly executed by each of their authorized representatives as of the date of the last signature below.

CallTower Signature:	Print Name:	Title:	Date:

Customer Signature:	Print Name:	Title:	Date:

Customer Primary Point of Contact:

CONTACT:_____

TITLE:_____

PHONE:_____

EMAIL:_____

EMAIL(s) to send invoices:_____

Tax Exemption:
Customer is Tax Exempt and Agrees to Provide Tax Exemption Forms. _____Yes_____No.
Customer will be charged taxes until valid exemption forms are provided.

Converge Technology Solutions US, LLC.

130 Technology Parkway, Suite 100, Peachtree Corners, GA 30092 | 770-300-4700 | www.convergetp.com

Statement of Work

for

City of Celina

MS Teams Calling Deployment

August 15, 2025

Presented By:
Matt Newnham
matt.newnham@convergetp.com

Prepared For:
Amy Alexander
aalexander@celina-tx.gov

Document ID #: 017765v2
Converge reseller of TIG TIPS Contract #230105

Offer is valid for ninety (90) days from the date shown above.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of City of Celina nor be duplicated, used, or disclosed in whole or in part by City of Celina except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.

1. SOW Revision History

Date	By	Description of Revision
08/13/2025	Mark Reed/ Blossom Viruet	Initial Creation
08/15/2025	Blossom Viruet	Added TIPS Contract and updated pricing table

2. Summary

City of Celina ("Client") has engaged Converge Technology Solutions US, LLC ("Converge") to complete the implementation of their MS Teams Phone System. This configuration will allow Client to utilize their approximately 350 users in the MS Teams Phone System configuration. These users will be able to immediately begin using MS Teams for their messaging and calling if they are not doing so already. Web based training will be provided for the Teams Client. Administrator training will be provided over a MS Teams session for the calling administrators (the "Services").

This SOW shall be governed by the terms and conditions of the Master Services Agreement which can be found at: https://convergetp.com/converge-msa-online_1_2023/ (the "Agreement"). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

1. **Phase One – Planning and Design**
    1. Conduct a planning workshop with Client to identify and gather requirements
    2. Create and document system design
        1. Feature requirements
        2. User licensing
        3. User configuration
        4. Dial Plan
        5. PSNT Information
        6. E911
    3. Verify Software and Licenses/Provisioning
    4. Document Test Plan
    5. Cutover/DID porting strategy
2. **Phase Two - Implementation**
    1. Setup Microsoft Teams Phone System tenant
    2. Configure 11 Buildings and 20 Organization as Location as appropriate
    3. Configure 1 Basic Queue for Utility Billing
    4. Configure E911 for user and location compliance
    5. Bulk Configure Devices in MS Teams
    6. Configure 80 user phones as needed
3. **Phase Three - Testing and End User Acceptance**
    1. Initial testing and user acceptance testing
4. **Phase Four - Training and Knowledge Transfer**
    1. Provide up to four hours of admin training on MS Teams
    2. Provide end user training documentation maintained by Microsoft
    3. Finalize documentation and system turnover
5. **Phase Five – Cutover and Migration (3 separate cutovers)**
    1. Police Office Phones

1. Migrate DIDs designated for Police Office use
2. Provide 4 hours of dedicated post-cutover support for office migrations

2. UB Office Phones
    1. Migrate DIDs designated for UB Office use
    2. Provide 4 hours of dedicated post-cutover support for office migrations
3. Remainder of City Phones
    1. Migrate DIDs designated for remaining office
    2. Provide 8 hours of dedicated post-cutover support for office migrations
4. Port DIDs to Call Tower/PSTN Provider
5. Testing and validation

6. **Phase Six – Project Closeout**
    1. Finalize documentation deliverables
        1. Project Plan
        2. System Design Document
        3. Test Plan
        4. Migration Plan
        5. End user training documentation
    2. Project closeout meeting
        1. Formally acknowledge all project scope items have been completed

Project Management
A project manager will be assigned to facilitate project success by leveraging Converge's proven project management processes. The project manager will complete the following tasks.

- Conduct kickoff meeting
- Build and maintain formal project plan
- Build and maintain project risk and issue log
- Conduct regular status meetings and / or standups
- Create and distribute project status dashboard reports
- Coordinate additional project meetings as necessary
- Maintain resource schedule and bookings
- Facilitate project change requests
- Validate project completion
- Conduct closeout meeting
- Produce final project summary report

4. Deliverables

Documentation Deliverable	Description
Project Plan	Documented project schedule and requirements
User Training Documentation	User Training Links
Test Plan	Test Plan for User Acceptance Testing
Migration Plan	Migration Plan and Schedule

Unless otherwise stated, any documentation deliverables shall be provided in electronic format.

5. Acceptance Criteria

Client agrees to accept the Services upon successful implementation, execution of the test plan, and turnover.

6. Acceptance Procedure

Client shall have fourteen (14) business days from the date that work ceases in which to notify Converge that (i) the Services provided meet Client's satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such non-conformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete, and the Services accepted.

7. Exclusions

Converge is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:

a) Data wipe/erasure
b) Hardware disposal
c) Documentation outside any explicitly included within the Deliverables section herein
d) Configuration, upgrades, or troubleshooting of third-party applications
e) Network and/or firewall configuration, unless specifically stated in this SOW

8. Client Responsibilities

Client shall be responsible for:

a) Assigning manager resources for workshops, UAT and project timeline approvals amongst other project requirements for solution deployment.
b) Performing all Active Directory configurations required for Entra SSO and AD User integration.
c) Verifying each location has adequate internet bandwidth and appropriate WAN access for MS Teams.
d) Performing any firewall or network configurations that may be required for the project.
e) Pushing down or installing the MS Teams App to end users' PCs and mobile devices as needed.
f) Providing emergency contact information, ERL information and DIDs for each Emergency Location Identification Number (ELIN).
g) Physically installing/connecting the phones to the end users' desks at each location.
h) Telco coordination and scheduling porting dates with the carriers.
i) Meeting with and starting the onboarding process with Call Tower and signing MSA.
j) Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
k) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Converge to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
l) Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, and internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform the Converge engineer(s) of facility safety requirements.
m) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
n) Providing user IDs and passwords to be used by Converge engineer(s), if required.
o) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Converge cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
p) Supplying power, network availability, and environmental requirements (*e.g.,* rack space) prior to commencement of the Services.

q) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
r) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
s) Compliance with all applicable laws, rules, and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
t) Fulfilling its obligations in this section at no charge to Converge.

9. Project Assumptions

a) Client will purchase MS Teams licenses prior to project kickoff.
b) All Client required telephony features are supported in MS Teams.
c) Services will be performed remotely.
d) Project does not include any analog, paging, or faxing.
e) MS Teams Tenant for this organization will be US Based.
f) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a Purchase Order ("PO"), if required, to Converge.
g) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00 am-5:00 pm in Client's time zone, excluding nationally observed holidays.
h) Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
i) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment Converge provides to its own engineers.
j) Converge engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
k) Converge reserves the right to use its affiliates and subcontractors in any role within this SOW as it may deem appropriate, and Client hereby consents to such use. However, Converge shall remain fully responsible for the acts and omissions of any affiliates and subcontractors it retains hereunder.
l) If task assignment requires Converge to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Converge cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Converge be liable for any defects, incompatibility, or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
m) Any effort associated with implementing changes to Converge's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.
n) Delays caused by highly restricted environmental security and controls including air-gapped architecture and security review approvals may require a PCR to account for the additional effort needed to complete the SOW tasks.

10. Protected Information Disclosure

Converge does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Converge.

11. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their

infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Converge.

12. Pricing and Payment Terms

Fixed Price: Client is invoiced a fixed fee inclusive of project management for the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Converge upon completion of the milestones reflected below. Net payment term is thirty (30) days.

Professional Services – Project Standard	MSRP	Price
MS Teams Calling Deployment	$47,700.00	$43,884.00

Client shall be invoiced in accordance with the following milestones:

Milestone	Amount
Upon SOW Execution	25%
60 Days after SOW Execution	25%
Upon Project Completion	50%

13. Project Change Procedure

The following steps provide a detailed process to follow if a change to this SOW is required:

a) A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
b) Client's point of contact will review the proposed change with Converge and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule, and other terms and conditions of this SOW.
c) The PCR must be signed by both parties prior to the implementation of the changes.

14. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

a) All tasks set forth within the Scope of Work have been provided and the Acceptance Procedure has been fulfilled.
b) This SOW has been terminated by Converge or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
    i. Either party may terminate this SOW for convenience upon written notice.
    ii. Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
    iii. All Services properly provided, and costs incurred (e.g., travel expenses) by Converge up to and including the date of termination shall be due and payable
c) This SOW reaches its one (1) year anniversary from the last date of signature unless the parties agree in writing to extend the term of the SOW.

15. Acceptance

This SOW and any PCRs, shall upon execution by both parties below, together with the Agreement, constitute the complete and exclusive understanding between Converge and Client with respect to the Services described herein. Converge hereby expressly rejects all additional or different terms, including but not limited to those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Converge herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Converge reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accepted this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Converge Technology Solutions US, LLC 130 Technology Parkway, Suite 100 Peachtree Corners, GA 30092	**City of Celina** 142 N Ohio St Celina, TX 75009
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act upon an amendment to the Non-Standard Wastewater Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1. (Brawner)

Background Information:
In July 2023, the City of Celina entered into a non-standard Wastewater Service Agreement with North Collin County Municipal Utility District No. 1. The original agreement allowed for an additional 250 acres of property to be added to the boundaries of the Municipal Utility District (MUD). The original agreement identified that the wastewater facilities shall be funded by the MUD and sized to meet the City of Celina design standards. Upon acceptance of the water reclamation plant, the city will provide retail wastewater service to the property, with rates being the same as within the corporate city limits.

The proposed amendment executes on 100.3 of the 250 allowed additional acreage per the original agreement. It also proposes the addition of 275 acres if sufficient capacity exists in the water reclamation plant. The developer assumes responsibility for expanding the water reclamation plant to meet TCEQ and the City of Celina requirements at their cost. Any additional oversize to meet the demands outside of the MUD limits will be paid by the city.

Legal Review:
Legal has reviewed and approved the agreement.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. NCCM#1 Wastewater NSSA Amendment #1
4. Original Mesquoakee Wastewater DA

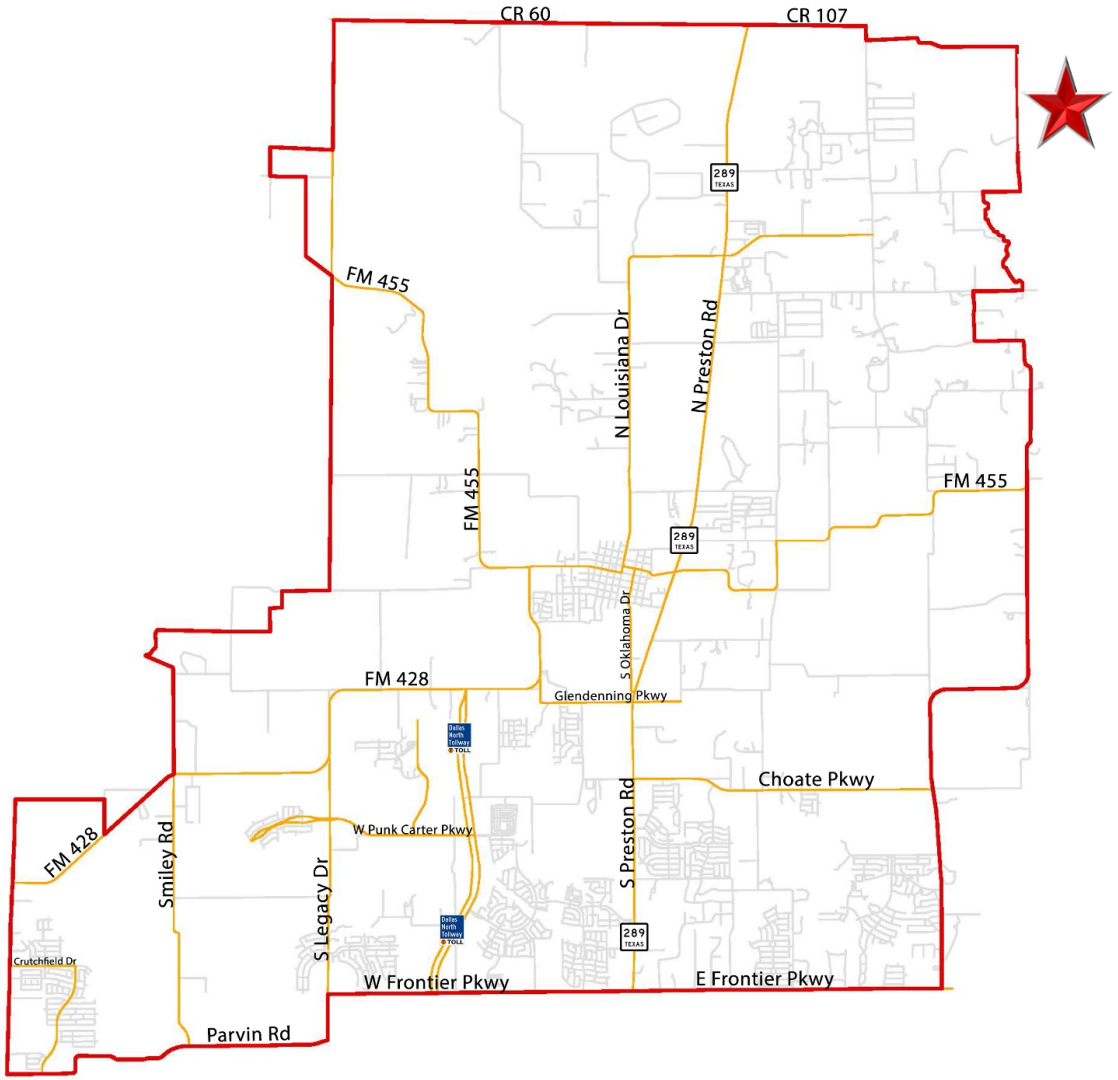
Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval.

AMENDMENT TO NON-STANDARD WASTEWATER AGREEMENT MESQUOAKEE RANCH

City Council
September 9, 2025

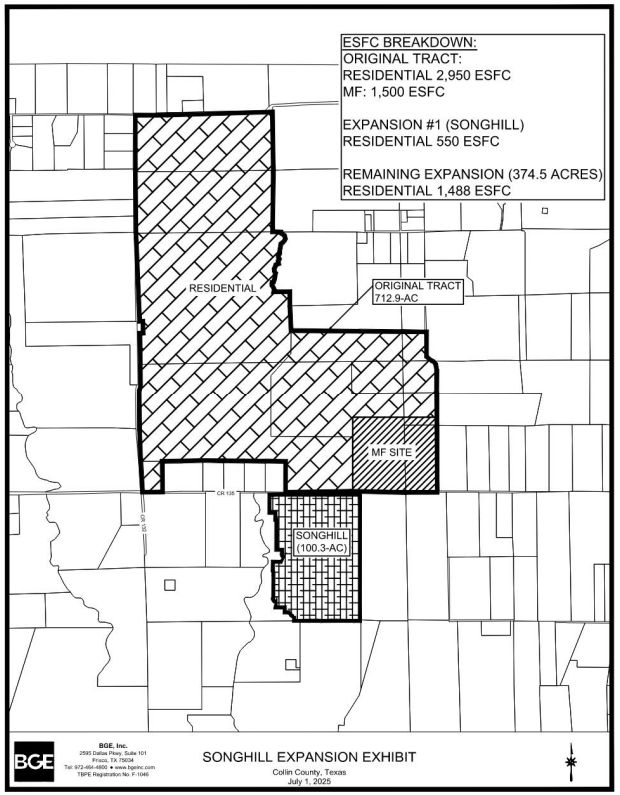



CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

AMENDMENT CHANGES

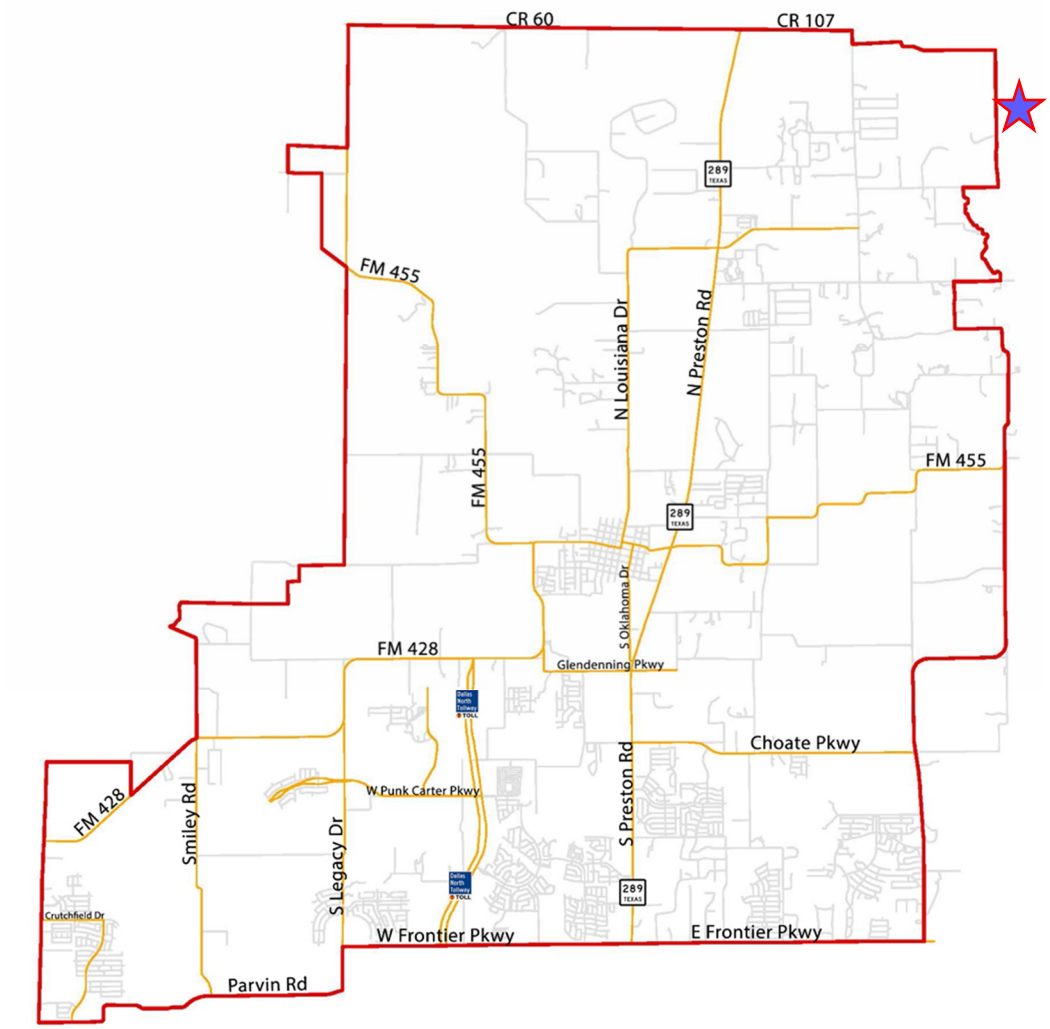
Element	Original	Amended
Total Land	712	812.3
Optional Acreage	250	150
Conditional Acreage	0	275
equivalent SF connections	5,475	6,488
Construction	Developer	Developer
Maintenance	Celina	Celina

- Original Agreement approved in July 2023
- Conditional acreage based on TCEQ & City of Celina capacity analysis



QUESTIONS?

LOCATION MAP



AMENDED AND RESTATED NON-STANDARD WASTEWATER SERVICE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS, AND NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

This Amended and Restated Non-Standard Wastewater Service Agreement (this "Agreement") is entered into by and between the City of Celina, Texas (the "City"), and North Collin County Municipal Utility District No. 1 (the "MUD").

DEFINITIONS

"**City**" shall refer to and mean the City of Celina, Texas, a duly formed municipality.

"**CCN**" shall refer to and mean a Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas ("PUC"), previously by the Texas Commission on Environmental Quality ("TCEQ") or its predecessor/successor agency as prescribed by the Texas Water Code.

"**Cost of Construction**" shall refer to and mean the actual costs of design, engineering, construction, acquisition, and inspection of the Wastewater Facilities.

"**Customers**" shall mean and refer to retail wastewater customers that are located within the Property.

"ESFC" shall mean that amount of wastewater that constitutes an Equivalent Single Family Connection. At the time of this Agreement, an ESFC of wastewater means 300 gallons per day of wastewater return flow; however, the capacity of an ESFC will be based on actual flow data pursuant to TCEQ guidelines once such flow data becomes available.

"**Outside Customers**" shall refer to and mean retail wastewater customers who are connected to the City's wastewater system and are billed as customers located inside the City's corporate limits but outside of the Property.

"**Party**" or "**Parties**" shall refer to and mean the City and MUD and their permitted successors and assigns.

"**Property**" shall mean and refer to the parcel of approximately 712 acres, more particularly described and shown in **Exhibit "A"**. Additionally, upon the City's receipt of written notice from the MUD that the MUD has annexed additional property into the boundaries of the MUD, which such additional property shall not exceed a total of 475 gross acres in size, the term "Property" shall automatically include such additional property.

"Wastewater Connection Fees" shall refer to and mean the fees, if any, due under this Agreement or to be due from Customers for connection to the Wastewater Facilities.

"**Wastewater Facilities**" shall refer to and mean all wastewater conveyance facilities to be constructed by the MUD inside or outside the boundaries of the Property for the purpose of providing wastewater service to Customers, particularly including those facilities shown on **Exhibit "B"** attached hereto. Specifically, the Wastewater Facilities shall consist of, but not be limited to, the following: (i) a wastewater treatment plant located within the MUD sufficient to serve all ESFCs within the Property (the "WWTP"), and (ii) other on-site and off-site wastewater improvements necessary for the City to provide wastewater treatment services to the Property.

Some terms used herein are defined by the Texas Water Code or under the City ordinance. To the extent a defined term or phrase is used and not defined herein, each shall mean and refer to the definition prescribed by Texas Water Code or under the City ordinance. If no such definitions are established by those laws, then common usage shall control.

RECITALS

WHEREAS, the City and the MUD previously entered into that certain Non-Standard Wastewater Service Agreement, dated July 11, 2023 (the "Original Agreement"); and

WHEREAS, the City and the MUD desire to amend and restate the Original Agreement as provided in this Agreement; and

WHEREAS, the Property is located wholly within the boundaries of the MUD; and

WHEREAS, the MUD may annex up to an additional 250 gross acres of property into the boundaries of the MUD and the Parties intend for such additional property to be automatically included in the term "Property" and be subject to this Agreement upon the MUD's written notice to the City regarding such annexation; and

WHEREAS, in addition to the 250 gross acres of property detailed in the preceding recital, the MUD may annex up to an additional 225 gross acres of property into the boundaries of the MUD, subject to the TCEQ's confirmation of sufficient capacity in the WWTP to support the wastewater flows anticipated to be generated from such 225 gross acres of property, and the Parties intend for such additional property to be automatically included in the term "Property" and be subject to this Agreement upon the MUD's written notice to the City regarding such annexation, which such notice shall include any correspondence with the TCEQ confirming that there is sufficient capacity in the WWTP; and

WHEREAS, the MUD expects that full development of the Property will require approximately 6,488 ESFCs of wastewater service capacity (see **Exhibit "B"**); and

WHEREAS, the MUD desires the City to provide retail wastewater service to Customers within the Property; and

WHEREAS, the MUD and the developer of the MUD desire the City to provide retail wastewater service to the Property via the WWTP to be designed and constructed by the MUD as contemplated hereunder; and

WHEREAS, the City furnishes wastewater service as a retail public utility within its certificated service area under CCN No. 20764, which area currently does not include the Property; and

WHEREAS, the City and the MUD have agreed to take the actions necessary to make retail wastewater service available to the Property pursuant to the terms of this Agreement;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the City and the MUD agree as follows:

1. Wastewater Facilities.

A. Design and Construction. The Wastewater Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by the MUD or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of the City and all governmental agencies having jurisdiction, consulting with the City as needed to ensure conformance with the City specifications, as provided in the City's Engineering Design and Construction Standards, as may be amended. So long as the design and construction of the WWTP meets the applicable regulations, gallons per day requirements, standards and specifications of the City, the MUD shall have sole discretion regarding the type of WWTP designed and constructed to serve the Property. Notwithstanding the foregoing, the design and construction of any expansions to the WWTP shall be based on the triggers and design standards outlined in the TCEQ guidelines, which use actual flow data from the previous ninety (90) days. The MUD shall design and construct the Wastewater Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at the MUD's sole cost except as set forth to the contrary in paragraph 1.B. "Sizing" below.

B. Sizing. The Wastewater Facilities shall be funded by the MUD and sized to meet the City's engineering design criteria and to provide continuous and adequate retail wastewater service to the Property as it is developed. In the event the City requires any of the Wastewater Facilities to be oversized to serve customers located outside the boundaries of the Property, the City shall be responsible for its proportionate share of all costs associated with such improvements related to increasing the capacity of Wastewater Facilities to serve areas outside the Property. The City hereby agrees that any such oversizing of the Wastewater Facilities shall not reduce any of the MUD's capacity in the Wastewater Facilities. The Parties hereby agree that the MUD shall fund any future expansions to the WWTP that are necessary to provide wastewater treatment services to the Property and the City shall fund any future expansions to the WWTP that are necessary to provide wastewater treatment services to any other property other than the Property so long as such expansion(s) by the City do not reduce any of the MUD's capacity in the WWTP, with joint expansions being funded proportionately. Should the City design and construct a different wastewater treatment plant to serve areas outside the Property ("Additional WWTP"), the MUD may request that the City oversize the Additional WWTP to serve the Property and the MUD shall

be responsible for its proportionate share of all costs associated with such improvements related to increasing the capacity of the Additional WWTP to serve the Property.

C. TPDES Permit. The MUD has a Texas Pollutant Discharge Elimination System ("TPDES") Permit for the treatment of 1.1 million gallons per day ("GPD") of wastewater via the WWTP, which is sufficient to meet the MUD's wastewater treatment needs. The MUD agrees to fund any amendments to the TPDES Permit needed as a result of providing additional wastewater treatment services to the Property, and the City agrees to cooperate with the MUD and not protest any amendments to the TPDES Permit filed by the MUD. The City agrees to fund any amendments to the TPDES Permit needed as a result of providing additional wastewater treatment services to property other than the Property located within the City's wastewater service area. The City shall reimburse the MUD for any and all costs or expenses, including but not limited to reasonable attorney's fees, engineering fees, and filing fees (collectively, the "Permit Amendment Fees"), incurred by the MUD, or by a developer on behalf of the MUD, associated with any amendments to the MUD's TPDES Permit that are necessary to include the wastewater flows from any other property the City intends to provide wastewater treatment services for. The MUD agrees to use reasonable efforts to timely process any TPDES Permit amendments needed in conjunction with this Agreement and invoice the City for the Permit Amendment Fees incurred. The City shall provide the MUD with payment of the Permit Amendment Fees within thirty (30) days of the City's receipt of an invoice from the MUD relating to any portion of the Permit Amendment Fees incurred.

D. Construction of Wastewater Facilities. The Wastewater Facilities shall be constructed in accordance with the construction plans and specifications in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the Effective Date of this Agreement) and the rules and regulations of any other agencies having jurisdiction (in existence as of the Effective Date of this Agreement), and approved by the City's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Wastewater Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

E. Conformity. The MUD agrees that the City's third-party inspector may inspect and test the construction of the Wastewater Facilities at any time to determine compliance with the approved designs, plans and specifications. The MUD shall provide the City at least twenty- four (24) hours' notice prior to any test of any portion of the Wastewater Facilities prior to the covering of any portion of said improvements that are constructed below grade. All inspection fees shall be the responsibility of the MUD. The City agrees that the inspection and review fees for the Wastewater Facilities shall be the actual costs incurred by the City's for third-party inspections of the Wastewater Facilities.

F. Stoppage for Non-Conformance. The City may stop work on any portion of the on-site and/or off-site wastewater lines which are not being constructed in conformance with the City's regulations and standards and the approved plans and specifications until such time as the MUD and the MUD's contractor(s) agree to construct that portion of the Wastewater Facilities in conformance and to demonstrate future conformance as requested by the City.

G. Operation, Maintenance and Repair. The Wastewater Facilities shall be owned and solely operated, maintained and repaired by the City. The City shall maintain the Wastewater Facilities in good repair and working condition at all times. The MUD shall have no responsibility with respect to operation, maintenance, or repair of the Wastewater Facilities.

2. Acquisition; Dedication; Easements; Bonds; Plans.

A. Acquisition and Dedication for Wastewater Facilities. The MUD shall be responsible for acquiring and dedicating to the City, at the MUD's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which the City reasonably determines are necessary for the construction, operation and maintenance of the Wastewater Facilities; (ii) any governmental approvals necessary to construct the Wastewater Facilities in public land or rights-of-way; and (iii) land necessary for the WWTP and sufficient to expand the WWTP to ultimate size for the entire basin, including a 150-foot odor easement around the WWTP site. The MUD shall use its good faith efforts to acquire land for the WWTP and easements exclusive to the City needed to provide retail wastewater service within the MUD's boundaries in accordance with this Agreement which allow for the City to install future wastewater lines and other municipal utilities; provided, however, that such future facilities shall not interfere with the operation, maintenance or use of the Wastewater Facilities.

B. Form. Any easements acquired by the MUD for the Wastewater Facilities shall: (1) meet the requirements for the City's engineering design standards; (2) be adequate to allow the City to install wastewater lines and other municipal utilities; and (3) be an exclusive easement for the benefit of the City.

C. Bonds. For all Wastewater Facilities, the MUD or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Wastewater Facilities by the City and shall name the City as an obligee with a surety reasonably acceptable to the City guaranteeing the work and materials of the Wastewater Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to the City Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. The MUD shall furnish the City with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Wastewater Facilities promptly upon completion of construction and acceptance by the City.

3. Retail Wastewater Service.

A. Wastewater Service. Subject to construction of the Wastewater Facilities by the MUD, the City has the ability to provide retail wastewater service to the Property. The MUD shall construct the Wastewater Facilities necessary to connect to the City's wastewater system at the agreed upon locations within the areas reflected on the attached **Exhibit "B"**. Thereafter, it shall be the duty of the City to provide retail wastewater service to all Customers in each phase of the development of the Property. The City intends to handle the billing of Customers located within

the Property for the City's provision of retail wastewater services, with rates to be the same as within the City's corporate limits.

B. Service Subsequent to Completion and Dedication. After proper completion by the MUD and dedication to, and acceptance by, the City of the Wastewater Facilities, the City shall provide continuous and adequate retail wastewater service to Customers within the Property, subject to all duly adopted rules and regulations of the City generally applicable to wastewater customers located inside the City and payment of all standard rates, fees and charges adopted by the City that pertain equally to all customers within the City's corporate limits unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Customers and this Agreement, the provisions of this Agreement shall apply.

C. Conditions Precedent. It is understood and agreed by the Parties that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail wastewater service by the PUC and all other governmental agencies having jurisdiction, which the MUD and the City shall use its good faith efforts to timely acquire, if necessary.

4. Wastewater Connection Fees and Other Fees.

A. Wastewater Connection Fees. The City and the MUD hereby agree that no impact fees, including, but not limited to, capital recovery fees, pro rata fees and/or the like for wastewater shall be charged against the Property. The City and the MUD further agree that only the connection fees for connection to any Wastewater Facilities that are uniformly charged by the City in accordance with the City's fee schedule shall be charged for each ESFC located within the Property, and no additional fees shall be required to be paid for making such connection to the Wastewater Facilities.

5. Franchise Fee.

The MUD may charge the Customers a franchise fee based upon a percentage, as determined by the MUD from time to time, of the total bill charged by the City to the Customers for retail wastewater services (the "Franchise Fee"). The City agrees to remit to the MUD the Franchise Fees collected on a quarterly basis, within thirty (30) days of the end of each quarter. The City shall provide the MUD with quarterly statements showing the amount of wastewater revenue collected and the amount of Franchise Fees collected and remitted to the MUD.

6. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full

particulars of the force majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the force majeure condition(s), and shall provide written notice at the time that the force majeure conditions have ceased.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the Party having the difficulty.

7. Notices.

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by delivery in person or by facsimile or e-mail, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when properly addressed and deposited with the United States Postal Service with sufficient postage affixed.

To the City:	Attn: City Manager City of Celina, Texas 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Rd., Ste. 200 Frisco, TX 75034
To MUD:	Attn: Mindy L. Koehne North Collin County Municipal Utility District No. 1 c/o Coats Rose, P.C. 16000 North Dallas Parkway, Suite 350 Dallas, Texas 75248

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

8. Breach of Agreement and Remedies.

If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

9. Indemnity.

To the maximum extent allowed by law, the MUD and its successors and assigns shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the MUD or its agents, representatives or employees in connection with or related to the (i) construction of the Wastewater Facilities by the MUD or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the MUD or its successors and assigns; and (iii) the MUD's execution and performance of its obligations under this Agreement.

To the maximum extent allowed by law, the City and its successors and assigns shall indemnify and save harmless the MUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the (i) operation, repair, and/or maintenance of the Wastewater Facilities by the City or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the City or its successors and assigns; and (iii) the City's execution and performance of its obligations under this Agreement.

10. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto, and no other person or entity has any right, interest or claim under this Agreement nor shall be considered to be a third-party beneficiary.

11. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

12. Litigation Expenses.

Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

13. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

14. Authority.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.

15. Severability; Interpretation.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

16. Entire Agreement.

This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement.

17. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the MUD, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment. Notwithstanding the foregoing, the Parties agree that upon the MUD's written notice to the City of its annexation of additional property, not to exceed 475 gross acres in size, the term "Property" shall be automatically amended to include such additional property.

18. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.

19. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

20. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns.

21. Assignment.

The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party hereto.

22. Effective Date.

This Agreement shall be effective from and after the date upon which both Parties have duly executed this Agreement.

23. Recordation; Enforcement.

This Agreement shall run with the land and shall bind subsequent owners of any property within the Property and shall be recorded in the Land Records of Collin County, Texas. To the extent that this Agreement cannot bind such subsequent owners, the MUD shall adopt enforceable rules and regulations to require such owners to comply with the intent of this Agreement, including but not limited to payment to the City of the Wastewater Connection Fees, and payment to the City for retail wastewater service, as applicable.

24. Counterparts.

This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

/signatures below/

EXECUTED on this the____ day of _____, 2025.

MUD

NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, by _____, _____ of North Collin County Municipal Utility District No. 1, a political subdivision of the State of Texas, for the purposes stated hereinabove.

_____
Notary Public in and for the State of Texas

CITY OF CELINA

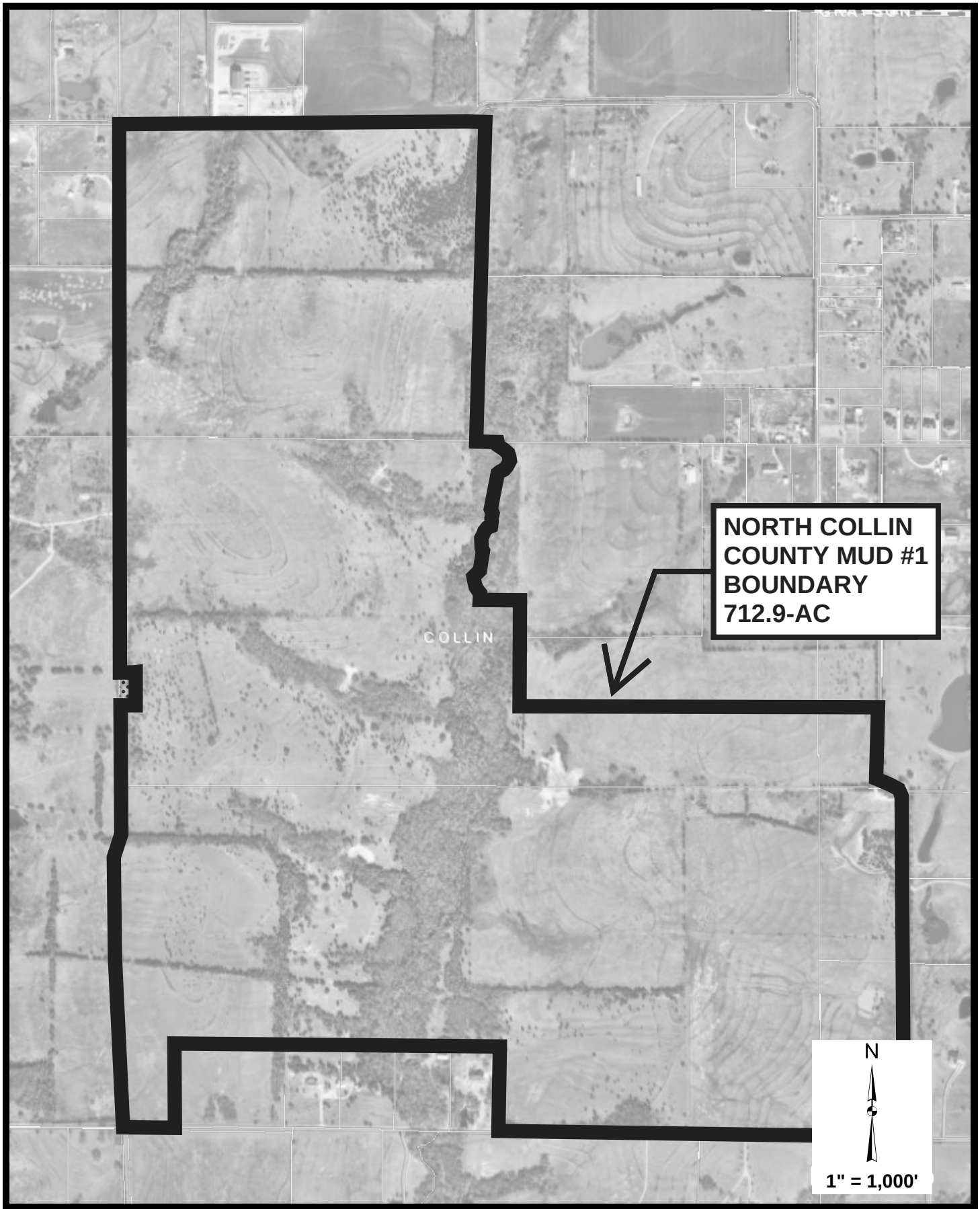
By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, by _____, _____ of the City of Celina of Collin County, a political subdivision of the State of Texas, for the purposes stated hereinabove.

_____
Notary Public in and for the State of Texas

EXHIBIT A



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2023, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 13, 2023 3:16 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

DATE Jun 2023

SHEET 1 of 9

PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

TRACT 1:

BEING a tract of land situated in the Thomas Allen Survey, Abstract No. 13, the John W. S. Butler Survey, Abstract No. 67, the John G. Douglass Survey, Abstract No. 263, the David Douglass Survey, Abstract No. 264 and the Abner Stapp Survey, Abstract No. 832, Collin County, Texas, and being all of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790, all of a called 177.179-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000337270, all of a called 25.864-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000339650 and all of a called 6.000-acre tract of land described in a Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160323000344750, all of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail found at the intersection of County Road 1104, an apparent public use right of way with County Road 135, an apparent public use right of way, for the southeast corner of said 177.179-acre tract, same being the southwest corner of those tracts of land described in a Special Warranty Deed to Gary W. Cash, as recorded in Instrument No. 20170516000628920 of the Official Public Records of Collin County, Texas, same also being on the northerly line of a called 175.77-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC,, as recorded in Instrument No. 20160226000226618O of the Official Public Records of Collin County, Texas;

THENCE North 89°37'58" West, along the southerly line of said 177.179-acre tract, the northerly line of said 175.77-acre tract and generally along said County Road 135, a distance of 697.39 feet to a 1/2-inch iron rod with a red plastic cap found for the northerly, northwest corner of said 175.77-acre tract, same being the northeast corner of a called 58.02-acre tract of land described in a Warranty Deed to Shelly K. Sandler and husband, Steve A. Sandler, as recorded in Volume 4407, Page 3460 of the Land Records of Collin County, Texas;

THENCE South 89°07'21" West, continuing along the southerly line of said 177.179-acre tract, the northerly line of said 58.02-acre tract, the northerly line of a called 124.072-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20190913001134580, of the Official Public Records of Collin County, Texas, and continuing along said County Road 135, a distance of 1,031.93 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 177.179-acre tract, same being the southeast corner of aforesaid 347.852-acre tract;

THENCE North 89°57'53" West, along the southerly line of said 347.852-acre tract, continuing along the northerly line of said 124.072-acre tract, and continuing along said County Road 135, a distance of 1,408.63 feet to a 1/2-inch iron rod found for the

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2023, CNES/Airbus, Maxar Technologies, USDA Farm Service Agency
Date: Mar 13, 2023 2:16 AM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES
THIS DOCUMENT WAS ORIGINALLY PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. ONLY ONLY OFFICIAL HARDCOPY MATERIALS BEARING THE CONSULTANTS ORIGINAL SIGNATURE AND SEAL

southerly, southwest corner of said 347.852-acre tract, same being the southeast corner of a called 6.00-acre tract of land described in a Special Warranty Deed to Russell Verden and Kayla Verden, as recorded in Instrument No. 20150406000378640 of the Official Public Records of Collin County, Texas;

THENCE North 00°25'58" West, departing said County Road 135, along a westerly line of said 347.852-acre tract and the easterly line of said 6.00-acre tract, and generally along a barbed wire fence, a distance of 626.13 feet to a 1/2-inch iron rod found for the northeast corner of said 6.00-acre tract;

THENCE South 89°43'28" West, along a southerly line of said 347.852-acre tract, the northerly line of said 6.00-acre tract, the northerly line of a called 5.999-acre tract of land described in a Special Warranty Deed to Shannon Lynne Hughes and Buddy Jason Hughes, as recorded in Instrument No. 20170203000154150, the northerly line of a called 5.998-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348820, the northerly line of a called 6.00-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181005001248960 and the northerly line of a called 12.006-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348810, all of the Official Public Records of Collin County, Texas, and generally along a barbed wire fence, a distance of 2,521.18 feet to a 1/2-inch iron rod found for the northwest corner of said 12.006-acre tract, same being the northeast corner of aforesaid 6.000-acre Mesquoakee Ranch LLC tract;

THENCE South 00°26'02" East, departing the southerly line of said 347.852-acre tract, along the easterly line of said 6.000-acre tract and the westerly line of said 12.006-acre tract, a distance of 621.97 feet to a MAG nail with shiner set in County Road 135 for the southeast corner of said 6.000-acre tract and the southwest corner of said 12.006-acre tract, same being on the northerly line of a called 110.98-acre tract of land described in a deed recorded in County Clerk's File No. 97-0007984 of the Land Records of Collin County, Texas;

THENCE South 89°18'10" West, along the southerly line of said 6.000-acre tract, the northerly line of said 110.98-acre tract and along said County Road 135, a distance of 400.52 feet to a 1/2-inch iron rod found in the intersection of said County Road 135 with County Road 136, an apparent public use right of way, for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 666.163-acre tract of land described in a Special Warranty Deed to Huffines Ranch, LLC, as recorded in Instrument No. 20201228002323720 of the Official Public Records of Collin County, Texas;

THENCE North 03°50'56" West, along the westerly line of said 6.000-acre tract, the easterly line of said 666.163-acre tract and along said County Road 136, a distance of 626.14 feet to a 1/2-inch iron rod found for the northwest corner of said 6.000-acre tract and the westerly, southwest corner of aforesaid 347.852-acre tract;

THENCE North 05°02'25" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 649.23 feet to a MAG nail found for corner;

THENCE North 01°13'23" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 770.87 feet to a MAG nail found for corner;

THENCE North 06°26'47" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 50.97 feet to a MAG nail found for corner;

THENCE North 18°59'00" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 85.22 feet to a MAG nail found for corner;

THENCE North 03°26'20" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 61.42 feet to a MAG nail found for corner;

THENCE North 00°53'10" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,031.18 feet to a point for corner;

THENCE North 88°05'48" East, departing the easterly line of said 666.163-acre tract and said County Road 136, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner;

THENCE North 01°22'47" West, continuing along the westerly line of said 347.852-acre tract, a distance of 241.11 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for corner;

THENCE South 88°01'14" West, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner in said County Road 136, same being on the easterly line of aforesaid 666.163-acre tract;

THENCE North 00°53'35" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,790.91 feet to a MAG nail found for the northwest corner of said 347.852-acre tract, same being the southwest corner of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, of the Official Public Records of Collin County, Texas;

THENCE North 89°48'06" East, departing the easterly line of said 666.163-acre tract and said County Road 136, along the northerly line of said 347.852-acre tract and the

southerly line of said 81.321-acre tract, a distance of 2,777.95 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract, same being the southwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 89°08'12" East, continuing along the northerly line of said 347.852-acre tract and the southerly line of said 57.804-acre tract, a distance of 172.81 feet to a 1/2-inch iron pipe found in the center of a creek, for the northerly, northeast corner of said 347.852-acre tract, same being the northwest corner of a called 53.698-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181228001571380 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly line of said 347.852-acre tract, the westerly line of said 53.698-acre tract, and generally along the center of said creek, the following

South 06°48'04" East, a distance of 30.74 feet to a point for corner;

South 59°27'24" East, a distance of 75.42 feet to a point for corner;

South 15°55'24" East, a distance of 71.99 feet to a point for corner;

South 21°22'46" West, a distance of 38.23 feet to a point for corner;

South 41°21'07" West, a distance of 45.46 feet to a point for corner;

South 56°49'18" West, a distance of 54.36 feet to a point for corner;

South 09°11'21" West, a distance of 163.22 feet to a point for corner;

South 10°07'13" East, a distance of 33.18 feet to a point for corner;

South 17°17'54" West, a distance of 24.12 feet to a point for corner;

South 31°48'15" West, a distance of 45.63 feet to a point for corner;

South 05°15'15" East, a distance of 20.13 feet to a point for corner;

South 29°57'48" East, a distance of 39.65 feet to a point for corner;

South 27°42'28" West, a distance of 52.09 feet to a point for corner;

South 00°28'59" East, a distance of 11.19 feet to a point for corner;

South 16°50'20" East, a distance of 43.08 feet to a point for corner;

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2023, CAPCOG,Digital Globe, Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 13, 2023 2:16 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

THIS DOCUMENT WAS ORIGINALLY PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN ALTERED. ONLY COPIES FROM THE ORIGINAL HARDCOPY CONTAINING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL

South 70°34'13" West, a distance of 60.70 feet to a point for corner;

South 13°42'20" West, a distance of 35.31 feet to a point for corner;

South 27°22'40" West, a distance of 52.33 feet to a point for corner;

South 00°16'38" East, a distance of 44.08 feet to a point for corner;

South 24°25'25" East, a distance of 29.95 feet to a point for corner;

South 41°56'13" East, a distance of 25.86 feet to a point for corner;

South 10°48'31" West, a distance of 121.21 feet to a point for corner;

South 15°50'04" West, a distance of 64.29 feet to a point for corner;

South 78°19'01" West, a distance of 33.46 feet to a point for corner;

South 00°30'45" West, a distance of 64.40 feet to a point for corner;

South 37°45'56" East, a distance of 51.55 feet to a point for corner;

South 21°44'55" East, a distance of 49.73 feet to a point for corner;

South 13°42'43" West, a distance of 43.49 feet to a point for corner;

THENCE North 88°39'09" East, departing the center of said creek and continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 324.85 feet to a 6-inch wooden fence corner post found for a corner;

THENCE South 01°00'59" East, continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 291.03 feet to a 1/2-inch iron rod found for the southwest corner of said 53.698-acre tract, same being the northwest corner of a called 61.380-acre tract of land described in a Quitclaim Deed to The Christopher and Elizabeth Ostolski Revocable Trust, Dated March 25, 2015, as recorded in Instrument No. 20160706000856950 of the Official Public Records of Collin County, Texas;

THENCE South 00°18'04" East, continuing along the easterly line of said 347.852-acre tract and along the westerly line of said 61.380-acre tract, a distance of 536.52 feet to a 1/2-inch iron rod with a red plastic cap found for the southwest corner of said 61.380-acre tract, same being the northwest corner of aforesaid 177.179-acre Mesquoakee Ranch LLC tract;

THENCE North 89°14'58" East, departing the easterly line of said 347.852-acre tract,

along the northerly line of said 177.179-acre tract and the southerly line of said 61.380-acre tract, a distance of 2,757.43 feet to a PK nail found in County Road 1104, for the northeast corner of said 177.179-acre tract and the southeast corner of said 61.380-acre tract, same being on the westerly line of a called 57.62-acre tract of land described in a Generally Warranty Deed to Pamela L. Etzel and Lewis Scott Wallace, as recorded in Instrument No. 20180410000439230 of the Official Public Records of Collin County, Texas;

THENCE South 01°03'01" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, and said County Road 1104, a distance of 535.89 feet to a MAG nail found for a corner;

THENCE South 68°25'49" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, passing the southeast corner of said 177.179-acre tract and the northeast corner of aforesaid 25.864-acre Mesquoakee Ranch LLC tract, continuing along the easterly line of said 25.864-acre tract, and, and along said County Road 1104, a distance of 179.86 feet to a MAG nail with shiner set for corner;

THENCE South 22°51'01" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 57.62-acre tract, passing the southerly, southwest corner of said 57.62-acre tract and the northwest corner of a called 26.752-acre tract of land described in a General Warranty Deed to Ravishankar G. Yatnatti and Shailesh Sood, as recorded in Instrument No. 20161220015831 50 of the Official Public Records of Collin County, Texas, continuing along the westerly line of said 26.752-acre tract and said County Road 1104, a distance of 106.70 feet to a MAG nail with shiner set for corner;

THENCE South 03°28'09" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 67.38 feet to a MAG nail found for corner;

THENCE South 01°10'10" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 467.79 feet to a MAG nail with shiner set for the southeast corner of said 25.864-acre tract, same being the easterly, northeast corner of aforesaid 177.179-acre tract;

THENCE South 01°25'48" East, along the easterly line of said 177.179-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, passing a 1/2-inch iron rod found for the southwest corner of said 26.752-acre tract and the northwest corner of a called 31.734-acre tract of land described in a Special Warranty Deed to Jack W. Haye and Carol B. Haye, as recorded in Volume 3903, Page 2911 of the Land Records of Collin County, Texas, continuing along the westerly line of said 31.734-acre tract, passing the southwest corner of said 31.734-acre tract and the northwest corner of aforesaid Gary W. Cash tracts, continuing along the westerly line of said Gary W. Cash tracts, a distance of 2,043.88 feet to the POINT OF BEGINNING and containing 556.456 acres (24,239,227 square feet) of land, more or less.

THIS DOCUMENT WAS ORIGINALLY PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND ANY HARD COPY OR PRINTOUT IS A FACSIMILE. USE IT ONLY AS VISUAL REFERENCE. DO NOT RELY ON IT AS A SUBSTITUTE FOR THE ORIGINAL.

TRACT 2:

BEING a tract of land situated in the Leonidas Wilson Survey, Abstract No.974, Collin County, Texas and being all of called 75.335-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 2020021200196510 and all of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail with shiner set in the intersection of County Road 136, an apparent public use right of way with County Road 138, an apparent public use right of way, for the northwest corner of said 75.335-acre tract;

THENCE North 89°12'11" East, along the northerly line of said 75.335-acre tract and generally along said County Road 138, a distance of 667.27 feet to a MAG nail with shiner set for corner;

THENCE North 88°40'54" East, continuing along the northerly line of said 75.335-acre tract and generally along said County Road 138 for a part of the way, a distance of 2,155.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 75.335-acre tract, same being on the westerly line of a called 68.113-acre tract of land described in a Special Warranty Deed to Masoud Shaygan, as recorded in Volume 6036, Page 830 of the Land Records of Collin County, Texas;

THENCE South 00°31'26" East, along the easterly line of said 75.335-acre tract and the westerly line of said 68.113-acre tract, a distance of 1,188.65 feet to a 12-inch wooden fence corner post found for the southeast corner of said 75.335-acre tract, the southwest corner of said 68.113-acre tract, the northeast corner of aforesaid 81.321-acre tract and the northwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 01°07'24" West, along the easterly line of said 81.321-acre tract and the westerly line of said 57.804-acre tract, a distance of 1,264.24 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract and the southwest corner of said 57.804-acre tract, same also being on the northerly line of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790 of the Official Public Records of Collin County, Texas;

THENCE South 89°48'06" West, along the southerly line of said 81.321-acre tract and the northerly line of said 347.852-acre tract, a distance of 2,777.95 feet to a MAG nail

Date: May 13, 2023 2:16 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES
AERIAL IMAGERY PROVIDED BY GOOGLE © | NEGS CONTRIBUTED IMAGERY ©2023, DAC/COG/Digital Globe, Texas Orthoimagery Program, USDA Farm Service Agency
THIS DOCUMENT WAS ORIGINALLY PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. ONLY COPIES FROM THE ORIGINAL CUSTODIAN SHOULD BE RELIED UPON.

found in aforesaid County Road 136 for the southwest corner of said 81.321-acre tract and the northwest corner of said 347.852-acre tract, same being on the easterly line of a called 170.163-acre tract of land described in a Special Warranty Deed to Andrew Pennington, as recorded in Instrument No. 20201229002348790 of the Official Public Records of Collin County, Texas;

THENCE North 00°45'39" West, along the westerly line of said 81.321-acre tract, the easterly line of said 170.163-acre tract and generally along the center of said County Road 136, a distance of 1,266.61 feet to a 1/2-inch iron rod found for the northwest corner of said 81.321-acre tract and the southwest corner of aforesaid 75.335-acre tract;

THENCE North 00°40'12" West, along the westerly line of said 75.335-acre tract, the easterly line of said 170.163-acre tract, passing the southeast corner of a 30' wide right of way dedication as depicted in Honey Creek Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet L, Page 409 of the Map Records of Collin County, Texas, continuing along the easterly line of said 30' wide right of way dedication, a distance of 1,136.92 feet to the POINT OF BEGINNING and containing 156.444 acres (6,814,686 square feet) of land, more or less.

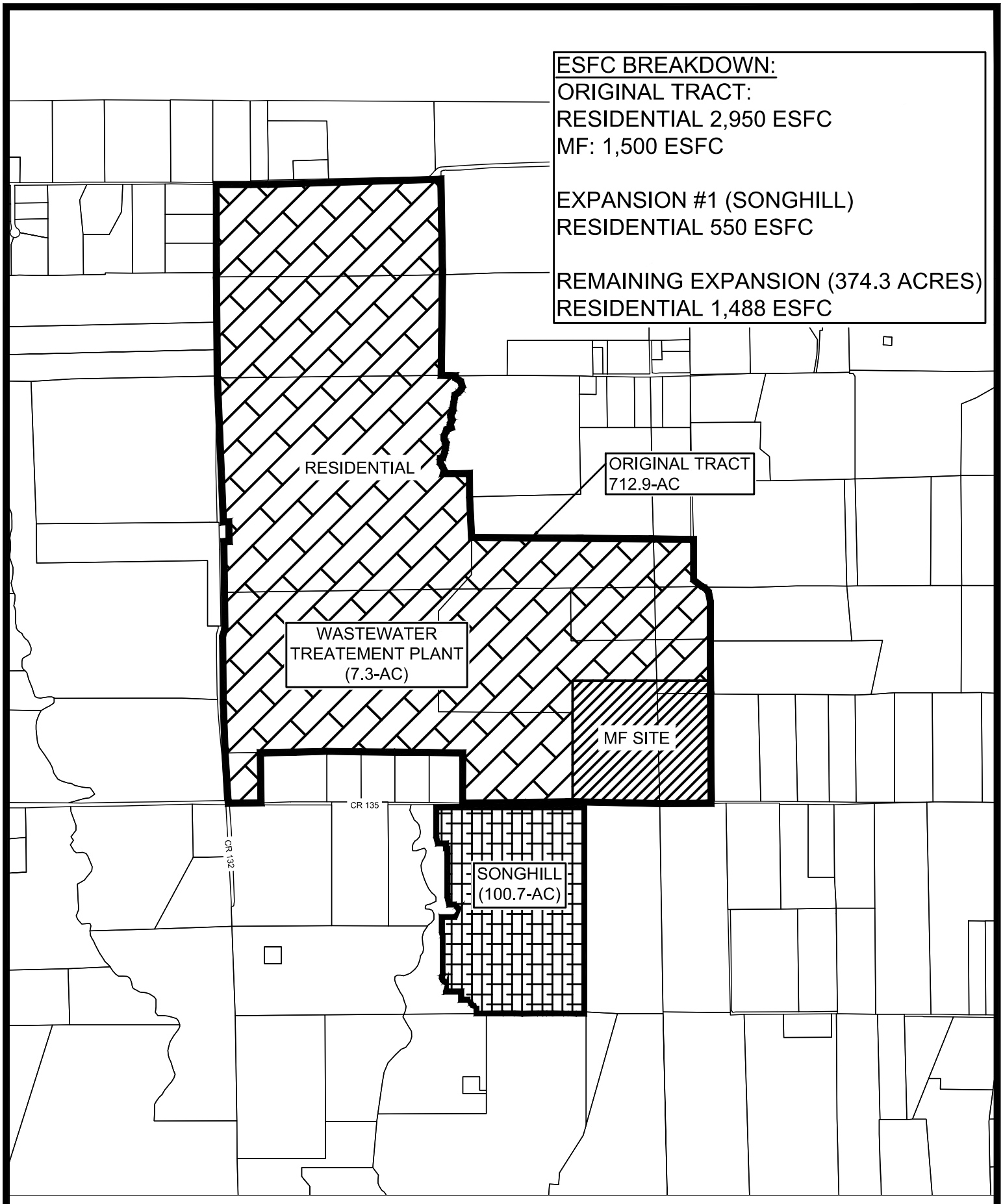
PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT WAS ORIGINALLY PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. ONLY OFFICIAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT B



BGE, Inc.
2595 Dallas Pkwy, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

EXHIBIT B

Collin County, Texas
July 1, 2025

NON-STANDARD WASTEWATER SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF CELINA, TEXAS,
AND
NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

This Non-Standard Wastewater Service Agreement (this "Agreement") is entered into by and between the City of Celina, Texas (the "City"), and North Collin County Municipal Utility District No. 1 (the "MUD").

DEFINITIONS

"**City**" shall refer to and mean the City of Celina, Texas, a duly formed municipality.

"**CCN**" shall refer to and mean a Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas ("PUC"), previously by the Texas Commission on Environmental Quality ("TCEQ") or its predecessor/successor agency as prescribed by the Texas Water Code.

"**Cost of Construction**" shall refer to and mean the actual costs of design, engineering, construction, acquisition, and inspection of the Wastewater Facilities.

"**Customers**" shall mean and refer to retail wastewater customers that are located within the Property.

"**ESFC**" shall mean that amount of wastewater that constitutes an Equivalent Single Family Connection. At the time of this Agreement, an ESFC of wastewater means 300 gallons per day of wastewater return flow.

"**Outside Customers**" shall refer to and mean retail wastewater customers who are connected to the City's wastewater system and are billed as customers located inside the City's corporate limits but outside of the Property.

"**Party**" or "**Parties**" shall refer to and mean the City and MUD and their permitted successors and assigns.

"**Property**" shall mean and refer to the parcel of approximately 712 acres, more particularly described and shown in **Exhibit "A"**. Additionally, upon the City's receipt of written notice from the MUD that the MUD has annexed additional property into the boundaries of the MUD, which such additional property shall not exceed a total of 250 gross acres in size, the term "Property" shall automatically include such additional property.

"Wastewater Connection Fees" shall refer to and mean the fees, if any, due under this Agreement or to be due from Customers for connection to the Wastewater Facilities.

"**Wastewater Facilities**" shall refer to and mean all wastewater conveyance facilities to be constructed by the MUD inside or outside the boundaries of the Property for the purpose of providing wastewater service to Customers, particularly including those facilities shown on **Exhibit "B"** attached hereto. Specifically, the Wastewater Facilities shall consist of, but not be limited to, the following: (i) a wastewater treatment plant located within the MUD sufficient to serve all ESFCs within the Property (the "WWTP"), and (ii) other on-site and off-site wastewater improvements necessary for the City to provide wastewater treatment services to the Property.

Some terms used herein are defined by the Texas Water Code or under the City ordinance. To the extent a defined term or phrase is used and not defined herein, each shall mean and refer to the definition prescribed by Texas Water Code or under the City ordinance. If no such definitions are established by those laws, then common usage shall control.

RECITALS

WHEREAS, the Property is located wholly within the boundaries of the MUD; and

WHEREAS, the MUD may annex up to an additional 250 gross acres of property into the boundaries of the MUD and the Parties intend for such additional property to be automatically included in the term "Property" and be subject to this Agreement upon the MUD's written notice to the City regarding such annexation; and

WHEREAS, the MUD expects that full development of the Property will require approximately 5,475 ESFCs of wastewater service capacity (see **Exhibit "B"**); and

WHEREAS, the MUD desires the City to provide retail wastewater service to Customers within the Property; and

WHEREAS, the MUD and the developer of the MUD desire the City to provide retail wastewater service to the Property via the WWTP to be designed and constructed by the MUD as contemplated hereunder; and

WHEREAS, the City furnishes wastewater service as a retail public utility within its certificated service area under CCN No. 20764, which area currently does not include the Property; and

WHEREAS, the City and the MUD have agreed to take the actions necessary to make retail wastewater service available to the Property pursuant to the terms of this Agreement;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the City and the MUD agree as follows:

1. Wastewater Facilities.

A. Design and Construction. The Wastewater Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by the MUD or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of the City and all governmental agencies having jurisdiction, consulting with the City as needed to ensure conformance with the City specifications, as provided in the City's Engineering Design and Construction Standards, as may be amended. So long as the design and construction of the WWTP meets to the applicable regulations, gallons per day requirements, standards and specifications of the City, the MUD shall have sole discretion regarding the type of WWTP designed and constructed to serve the Property. The MUD shall design and construct the Wastewater Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at the MUD's sole cost except as set forth to the contrary in paragraph 1.B. "Sizing" below.

B. Sizing. The Wastewater Facilities shall be funded by the MUD and sized to meet the City's engineering design criteria and to provide continuous and adequate retail wastewater service to the Property as it is developed. In the event the City requires any of the Wastewater Facilities to be oversized to serve customers located outside the boundaries of the Property, the City shall be responsible for its proportionate share of all costs associated with such improvements related to increasing the capacity of Wastewater Facilities to serve areas outside the Property. The Parties hereby agree that the MUD shall fund any future expansions to the WWTP that are necessary to provide wastewater treatment services to the Property and the City shall fund any future expansions to the WWTP that are necessary to provide wastewater treatment services to any other property other than the Property, with joint expansions being funded proportionately. Should the City design and construct a different wastewater treatment plant to serve areas outside the Property ("Additional WWTP"), the MUD may request that the City oversize the Additional WWTP to serve the Property and the MUD shall be responsible for its proportionate share of all costs associated with such improvements related to increasing the capacity of the Additional WWTP to serve the Property.

C. TPDES Permit. The MUD has a Texas Pollutant Discharge Elimination System ("TPDES") Permit for the treatment of 1.1 million gallons per day ("GPD") of wastewater via the WWTP, which is sufficient to meet the MUD's wastewater treatment needs. The MUD agrees to fund any amendments to the TPDES Permit needed as a result of providing additional wastewater treatment services to the Property. The City agrees to fund any amendments to the TPDES Permit needed as a result of providing additional wastewater treatment services to property other than the Property located within the City's wastewater service area. The City shall reimburse the MUD for any and all costs or expenses, including but not limited to reasonable attorney's fees, engineering fees, and filing fees (collectively, the "Permit Amendment Fees"), incurred by the MUD, or by a developer on behalf of the MUD, associated with any amendments to the MUD's TPDES Permit that are necessary to include the wastewater flows from any other property the City intends to provide wastewater treatment services for. The MUD agrees to use reasonable efforts to timely process any TPDES Permit amendments needed in conjunction with this Agreement and invoice the City for the Permit Amendment Fees incurred. The City shall provide the MUD with payment of the Permit Amendment Fees within thirty (30) days of the City's receipt of an invoice from the

MUD relating to any portion of the Permit Amendment Fees incurred. However, if requested by the City in writing, the MUD shall allow the City to process the TPDES Permit and the MED shall reimburse the City in the same manner as the City is required to reimburse the MUD in this paragraph.

D. Construction of Wastewater Facilities. The Wastewater Facilities shall be constructed in accordance with the construction plans and specifications in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the Effective Date of this Agreement) and the rules and regulations of any other agencies having jurisdiction (in existence as of the Effective Date of this Agreement), and approved by the City's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Wastewater Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

E. Conformity. The MUD agrees that the City's third-party inspector may inspect and test the construction of the Wastewater Facilities at any time to determine compliance with the approved designs, plans and specifications. The MUD shall provide the City at least twenty- four (24) hours' notice prior to any test of any portion of the Wastewater Facilities prior to the covering of any portion of said improvements that are constructed below grade. All inspection fees shall be the responsibility of the MUD. The City agrees that the inspection and review fees for the Wastewater Facilities shall be the actual costs incurred by the City's for third-party inspections of the Wastewater Facilities.

F. Stoppage for Non-Conformance. The City may stop work on any portion of the on-site and/or off-site wastewater lines which are not being constructed in conformance with the City's regulations and standards and the approved plans and specifications until such time as the MUD and the MUD's contractor(s) agree to construct that portion of the Wastewater Facilities in conformance and to demonstrate future conformance as requested by the City.

G. Operation, Maintenance and Repair. The Wastewater Facilities shall be owned and solely operated, maintained and repaired by the City. The City shall maintain the Wastewater Facilities in good repair and working condition at all times. The MUD shall have no responsibility with respect to operation, maintenance, or repair of the Wastewater Facilities.

2. Acquisition; Dedication; Easements; Bonds; Plans.

A. Acquisition and Dedication for Wastewater Facilities. The MUD shall be responsible for acquiring and dedicating to the City, at the MUD's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which the City reasonably determines are necessary for the construction, operation and maintenance of the Wastewater Facilities; (ii) any governmental approvals necessary to construct the Wastewater Facilities in public land or rights-of-way; and (iii) land necessary for the WWTP and sufficient to expand the WWTP to ultimate size for the entire basin, including a 150-foot odor easement around the WWTP site. The MUD shall use its good faith efforts to acquire land for the WWTP and easements exclusive to the City needed to provide retail wastewater service in accordance with this Agreement which allow for the City to install future wastewater lines and other municipal utilities;

provided, however, that such future facilities shall not interfere with the operation, maintenance or use of the Wastewater Facilities.

B. Form. Any easements acquired by the MUD for the Wastewater Facilities shall: (1) meet the requirements for the City's engineering design standards; (2) be adequate to allow the City to install wastewater lines and other municipal utilities; and (3) be an exclusive easement for the benefit of the City.

C. Bonds. For all Wastewater Facilities, the MUD or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Wastewater Facilities by the City and shall name the City as an obligee with a surety reasonably acceptable to the City guaranteeing the work and materials of the Wastewater Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to the City Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. The MUD shall furnish the City with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Wastewater Facilities promptly upon completion of construction and acceptance by the City.

3. Retail Wastewater Service.

A. Wastewater Service. Subject to construction of the Wastewater Facilities by the MUD, the City has the ability to provide retail wastewater service to the Property. The MUD shall construct the Wastewater Facilities necessary to connect to the City's wastewater system at the agreed upon locations within the areas reflected on the attached **Exhibit "B"**. Thereafter, it shall be the duty of the City to provide retail wastewater service to all Customers in each phase of the development of the Property. The City intends to handle the billing of Customers located within the Property for the City's provision of retail wastewater services, with rates to be the same as within the City's corporate limits.

B. Service Subsequent to Completion and Dedication. After proper completion by the MUD and dedication to, and acceptance by, the City of the Wastewater Facilities, the City shall provide continuous and adequate retail wastewater service to Customers within the Property, subject to all duly adopted rules and regulations of the City generally applicable to wastewater customers located inside the City and payment of all standard rates, fees and charges adopted by the City that pertain equally to all customers within the City's corporate limits unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Customers and this Agreement, the provisions of this Agreement shall apply.

C. Conditions Precedent. It is understood and agreed by the Parties that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail wastewater service by the PUC and all other governmental agencies having jurisdiction, which the MUD and the City shall use its good faith efforts to timely acquire, if necessary.

4. Wastewater Connection Fees and Other Fees.

A. Wastewater Connection Fees. The City and the MUD hereby agree that no impact fees, including, but not limited to, capital recovery fees, pro rata fees and/or the like for wastewater shall be charged against the Property. The City and the MUD further agree that only the connection fees for connection to any Wastewater Facilities that are uniformly charged by the City in accordance with the City's fee schedule shall be charged for each ESFC located within the Property, and no additional fees shall be required to be paid for making such connection to the Wastewater Facilities.

5. Franchise Fee.

The MUD may charge the Customers a franchise fee based upon a percentage, as determined by the MUD from time to time, of the total bill charged by the City to the Customers for retail wastewater services (the "Franchise Fee"). The City agrees to remit to the MUD the Franchise Fees collected on a quarterly basis, within thirty (30) days of the end of each quarter. The City shall provide the MUD with quarterly statements showing the amount of wastewater revenue collected and the amount of Franchise Fees collected and remitted to the MUD.

6. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the force majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the force majeure condition(s), and shall provide written notice at the time that the force majeure conditions have ceased.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the Party having the difficulty.

7. Notices.

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by delivery in person or by facsimile or e-mail, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when properly addressed and deposited with the United States Postal Service with sufficient postage affixed.

To the City:	Attn: City Manager City of Celina, Texas 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Rd., Ste. 200 Frisco, TX 75034
To MUD:	Attn: Mindy L. Koehne North Collin County Municipal Utility District No. 1 c/o Coats Rose, P.C. 16000 North Dallas Parkway, Suite 350 Dallas, Texas 75248

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

8. Breach of Agreement and Remedies.

If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

9. Indemnity.

To the maximum extent allowed by law, the MUD and its successors and assigns shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or

occasioned by, the acts of the MUD or its agents, representatives or employees in connection with or related to the (i) construction of the Wastewater Facilities by the MUD or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the MUD or its successors and assigns; and (iii) the MUD's execution and performance of its obligations under this Agreement.

To the maximum extent allowed by law, the City and its successors and assigns shall indemnify and save harmless the MUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the (i) operation, repair, and/or maintenance of the Wastewater Facilities by the City or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the City or its successors and assigns; and (iii) the City's execution and performance of its obligations under this Agreement.

10. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto, and no other person or entity has any right, interest or claim under this Agreement nor shall be considered to be a third-party beneficiary.

11. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

12. Litigation Expenses.

Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

13. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

14. Authority.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.

15. Severability; Interpretation.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

16. Entire Agreement.

This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement.

17. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the MUD, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment. Notwithstanding the foregoing, the Parties agree that upon the MUD's written notice to the City of its annexation of additional property, not to exceed 250 gross acres in size, the term "Property" shall be automatically amended to include such additional property.

18. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.

19. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

20. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns.

21. Assignment.

The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party hereto.

22. Effective Date.

This Agreement shall be effective from and after the date upon which both Parties have duly executed this Agreement.

23. Recordation; Enforcement.

This Agreement shall run with the land and shall bind subsequent owners of any property within the Property and shall be recorded in the Land Records of Collin County, Texas. To the extent that this Agreement cannot bind such subsequent owners, the MUD shall adopt enforceable rules and regulations to require such owners to comply with the intent of this Agreement, including but not limited to payment to the City of the Wastewater Connection Fees, and payment to the City for retail wastewater service, as applicable.

24. Counterparts.

This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

/signatures below/

EXECUTED on this the 5th day of July, 2023.

MUD

NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: Evelyn Fernandez
Title: Asst. Secretary

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 5th day of July 2023, by Evelyn Fernandez, Asst. Secretary of North Collin County Municipal Utility District No. 1, a political subdivision of the State of Texas, for the purposes stated hereinabove.

CARSON H LUDDECKE
NOTARY ID #13330768-8
My Commission Expires
September 01, 2025

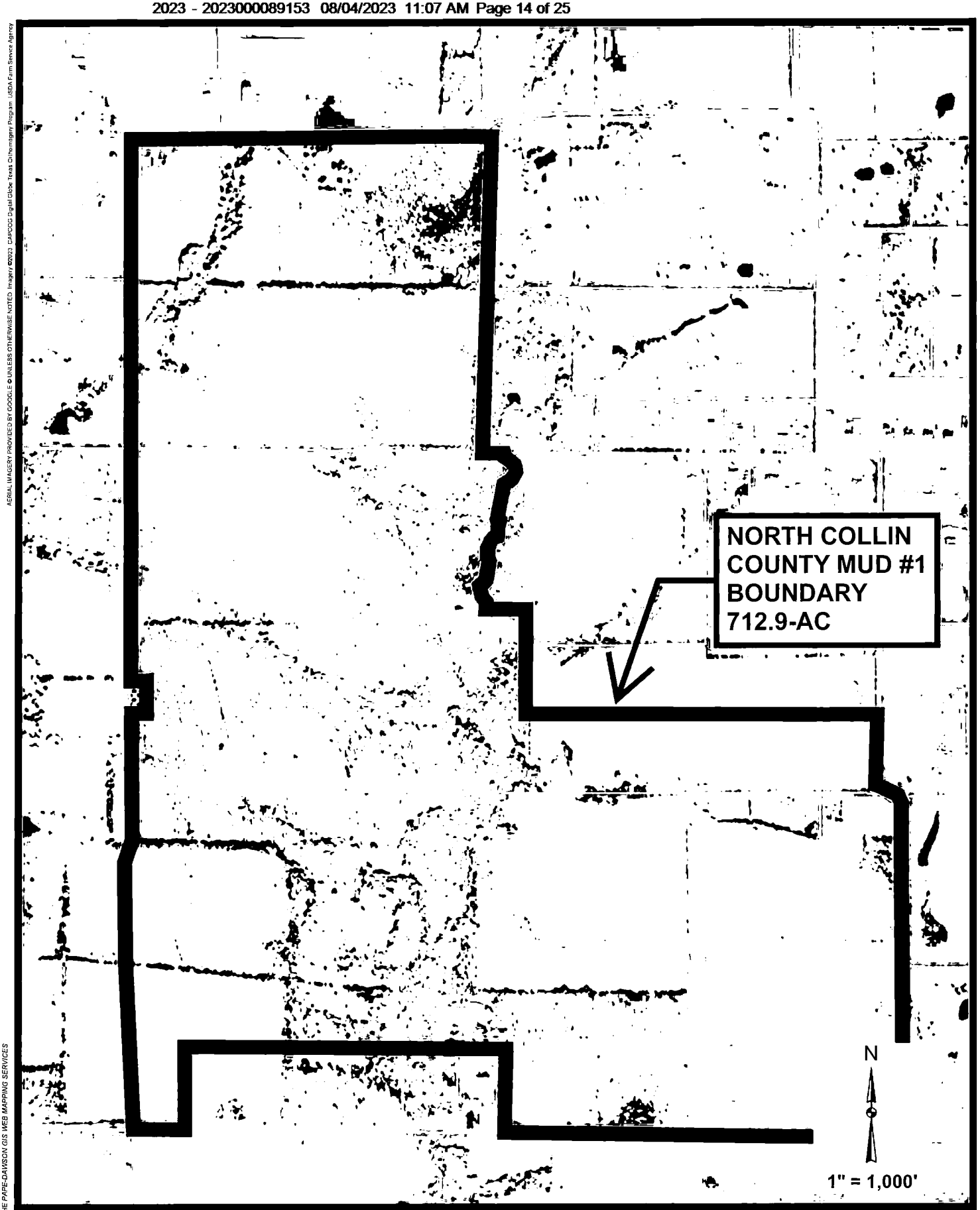
_____
Notary Public in and for the State of Texas

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: July 11, 2023

EXHIBIT A

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2023 CAPCOG Digital Globe Texas Orthoimagery Program USDA Farm Service Agency



DATE Jun 2023

SHEET 1 of 9

PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

Date: Mar 13, 2023, 3:16 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL

TRACT 1:

BEING a tract of land situated in the Thomas Allen Survey, Abstract No. 13, the John W. S. Butler Survey, Abstract No. 67, the John G. Douglass Survey, Abstract No. 263, the David Douglass Survey, Abstract No. 264 and the Abner Stapp Survey, Abstract No. 832, Collin County, Texas, and being all of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790, all of a called 177.179-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000337270, all of a called 25.864-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000339650 and all of a called 6.000-acre tract of land described in a Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160323000344750, all of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail found at the intersection of County Road 1104, an apparent public use right of way with County Road 135, an apparent public use right of way, for the southeast corner of said 177.179-acre tract, same being the southwest corner of those tracts of land described in a Special Warranty Deed to Gary W. Cash, as recorded in Instrument No. 20170516000628920 of the Official Public Records of Collin County, Texas, same also being on the northerly line of a called 175.77-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC,, as recorded in Instrument No. 20160226000226618O of the Official Public Records of Collin County, Texas;

THENCE North 89°37'58" West, along the southerly line of said 177.179-acre tract, the northerly line of said 175.77-acre tract and generally along said County Road 135, a distance of 697.39 feet to a 1/2-inch iron rod with a red plastic cap found for the northerly, northwest corner of said 175.77-acre tract, same being the northeast corner of a called 58.02-acre tract of land described in a Warranty Deed to Shelly K. Sandler and husband, Steve A. Sandler, as recorded in Volume 4407, Page 3460 of the Land Records of Collin County, Texas;

THENCE South 89°07'21" West, continuing along the southerly line of said 177.179-acre tract, the northerly line of said 58.02-acre tract, the northerly line of a called 124.072-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20190913001134580, of the Official Public Records of Collin County, Texas, and continuing along said County Road 135, a distance of 1,031.93 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 177.179-acre tract, same being the southeast corner of aforesaid 347.852-acre tract;

THENCE North 89°57'53" West, along the southerly line of said 347.852-acre tract, continuing along the northerly line of said 124.072-acre tract, and continuing along said County Road 135, a distance of 1,408.63 feet to a 1/2-inch iron rod found for the

southerly, southwest corner of said 347.852-acre tract, same being the southeast corner of a called 6.00-acre tract of land described in a Special Warranty Deed to Russell Verden and Kayla Verden, as recorded in Instrument No. 20150406000378640 of the Official Public Records of Collin County, Texas;

THENCE North 00°25'58" West, departing said County Road 135, along a westerly line of said 347.852-acre tract and the easterly line of said 6.00-acre tract, and generally along a barbed wire fence, a distance of 626.13 feet to a 1/2-inch iron rod found for the northeast corner of said 6.00-acre tract;

THENCE South 89°43'28" West, along a southerly line of said 347.852-acre tract, the northerly line of said 6.00-acre tract, the northerly line of a called 5.999-acre tract of land described in a Special Warranty Deed to Shannon Lynne Hughes and Buddy Jason Hughes, as recorded in Instrument No. 20170203000154150, the northerly line of a called 5.998-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348820, the northerly line of a called 6.00-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181005001248960 and the northerly line of a called 12.006-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348810, all of the Official Public Records of Collin County, Texas, and generally along a barbed wire fence, a distance of 2,521.18 feet to a 1/2-inch iron rod found for the northwest corner of said 12.006-acre tract, same being the northeast corner of aforesaid 6.000-acre Mesquoakee Ranch LLC tract;

THENCE South 00°26'02" East, departing the southerly line of said 347.852-acre tract, along the easterly line of said 6.000-acre tract and the westerly line of said 12.006-acre tract, a distance of 621.97 feet to a MAG nail with shiner set in County Road 135 for the southeast corner of said 6.000-acre tract and the southwest corner of said 12.006-acre tract, same being on the northerly line of a called 110.98-acre tract of land described in a deed recorded in County Clerk's File No. 97-0007984 of the Land Records of Collin County, Texas;

THENCE South 89°18'10" West, along the southerly line of said 6.000-acre tract, the northerly line of said 110.98-acre tract and along said County Road 135, a distance of 400.52 feet to a 1/2-inch iron rod found in the intersection of said County Road 135 with County Road 136, an apparent public use right of way, for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 666.163-acre tract of land described in a Special Warranty Deed to Huffines Ranch, LLC, as recorded in Instrument No. 20201228002323720 of the Official Public Records of Collin County, Texas;

THENCE North 03°50'56" West, along the westerly line of said 6.000-acre tract, the easterly line of said 666.163-acre tract and along said County Road 136, a distance of 626.14 feet to a 1/2-inch iron rod found for the northwest corner of said 6.000-acre tract and the westerly, southwest corner of aforesaid 347.852-acre tract;

THENCE North 05°02'25" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 649.23 feet to a MAG nail found for corner;

THENCE North 01°13'23" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 770.87 feet to a MAG nail found for corner;

THENCE North 06°26'47" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 50.97 feet to a MAG nail found for corner;

THENCE North 18°59'00" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 85.22 feet to a MAG nail found for corner;

THENCE North 03°26'20" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 61.42 feet to a MAG nail found for corner;

THENCE North 00°53'10" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,031.18 feet to a point for corner;

THENCE North 88°05'48" East, departing the easterly line of said 666.163-acre tract and said County Road 136, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner;

THENCE North 01°22'47" West, continuing along the westerly line of said 347.852-acre tract, a distance of 241.11 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for corner;

THENCE South 88°01'14" West, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner in said County Road 136, same being on the easterly line of aforesaid 666.163-acre tract;

THENCE North 00°53'35" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,790.91 feet to a MAG nail found for the northwest corner of said 347.852-acre tract, same being the southwest corner of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, of the Official Public Records of Collin County, Texas;

THENCE North 89°48'06" East, departing the easterly line of said 666.163-acre tract and said County Road 136, along the northerly line of said 347.852-acre tract and the

southerly line of said 81.321-acre tract, a distance of 2,777.95 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract, same being the southwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 89°08'12" East, continuing along the northerly line of said 347.852-acre tract and the southerly line of said 57.804-acre tract, a distance of 172.81 feet to a 1/2-inch iron pipe found in the center of a creek, for the northerly, northeast corner of said 347.852-acre tract, same being the northwest corner of a called 53.698-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181228001571380 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly line of said 347.852-acre tract, the westerly line of said 53.698-acre tract, and generally along the center of said creek, the following

South 06°48'04" East, a distance of 30.74 feet to a point for corner;

South 59°27'24" East, a distance of 75.42 feet to a point for corner;

South 15°55'24" East, a distance of 71.99 feet to a point for corner;

South 21°22'46" West, a distance of 38.23 feet to a point for corner;

South 41°21'07" West, a distance of 45.46 feet to a point for corner;

South 56°49'18" West, a distance of 54.36 feet to a point for corner;

South 09°11'21" West, a distance of 163.22 feet to a point for corner;

South 10°07'13" East, a distance of 33.18 feet to a point for corner;

South 17°17'54" West, a distance of 24.12 feet to a point for corner;

South 31°48'15" West, a distance of 45.63 feet to a point for corner;

South 05°15'15" East, a distance of 20.13 feet to a point for corner;

South 29°57'48" East, a distance of 39.65 feet to a point for corner;

South 27°42'28" West, a distance of 52.09 feet to a point for corner;

South 00°28'59" East, a distance of 11.19 feet to a point for corner;

South 16°50'20" East, a distance of 43.08 feet to a point for corner;

South 70°34'13" West, a distance of 60.70 feet to a point for corner;

South 13°42'20" West, a distance of 35.31 feet to a point for corner;

South 27°22'40" West, a distance of 52.33 feet to a point for corner;

South 00°16'38" East, a distance of 44.08 feet to a point for corner;

South 24°25'25" East, a distance of 29.95 feet to a point for corner;

South 41°56'13" East, a distance of 25.86 feet to a point for corner;

South 10°48'31" West, a distance of 121.21 feet to a point for corner;

South 15°50'04" West, a distance of 64.29 feet to a point for corner;

South 78°19'01" West, a distance of 33.46 feet to a point for corner;

South 00°30'45" West, a distance of 64.40 feet to a point for corner;

South 37°45'56" East, a distance of 51.55 feet to a point for corner;

South 21°44'55" East, a distance of 49.73 feet to a point for corner;

South 13°42'43" West, a distance of 43.49 feet to a point for corner;

THENCE North 88°39'09" East, departing the center of said creek and continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 324.85 feet to a 6-inch wooden fence corner post found for a corner;

THENCE South 01°00'59" East, continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 291.03 feet to a 1/2-inch iron rod found for the southwest corner of said 53.698-acre tract, same being the northwest corner of a called 61.380-acre tract of land described in a Quitclaim Deed to The Christopher and Elizabeth Ostolski Revocable Trust, Dated March 25, 2015, as recorded in Instrument No. 20160706000856950 of the Official Public Records of Collin County, Texas;

THENCE South 00°18'04" East, continuing along the easterly line of said 347.852-acre tract and along the westerly line of said 61.380-acre tract, a distance of 536.52 feet to a 1/2-inch iron rod with a red plastic cap found for the southwest corner of said 61.380-acre tract, same being the northwest corner of aforesaid 177.179-acre Mesquoakee Ranch LLC tract;

THENCE North 89°14'58" East, departing the easterly line of said 347.852-acre tract,

along the northerly line of said 177.179-acre tract and the southerly line of said 61.380-acre tract, a distance of 2,757.43 feet to a PK nail found in County Road 1104, for the northeast corner of said 177.179-acre tract and the southeast corner of said 61.380-acre tract, same being on the westerly line of a called 57.62-acre tract of land described in a Generally Warranty Deed to Pamela L. Etzel and Lewis Scott Wallace, as recorded in Instrument No. 20180410000439230 of the Official Public Records of Collin County, Texas;

THENCE South 01°03'01" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, and said County Road 1104, a distance of 535.89 feet to a MAG nail found for a corner;

THENCE South 68°25'49" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, passing the southeast corner of said 177.179-acre tract and the northeast corner of aforesaid 25.864-acre Mesquoakee Ranch LLC tract, continuing along the easterly line of said 25.864-acre tract, and, and along said County Road 1104, a distance of 179.86 feet to a MAG nail with shiner set for corner;

THENCE South 22°51'01" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 57.62-acre tract, passing the southerly, southwest corner of said 57.62-acre tract and the northwest corner of a called 26.752-acre tract of land described in a General Warranty Deed to Ravishankar G. Yatnatti and Shailesh Sood, as recorded in Instrument No. 2016122001583150 of the Official Public Records of Collin County, Texas, continuing along the westerly line of said 26.752-acre tract and said County Road 1104, a distance of 106.70 feet to a MAG nail with shiner set for corner;

THENCE South 03°28'09" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 67.38 feet to a MAG nail found for corner;

THENCE South 01°10'10" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 467.79 feet to a MAG nail with shiner set for the southeast corner of said 25.864-acre tract, same being the easterly, northeast corner of aforesaid 177.179-acre tract;

THENCE South 01°25'48" East, along the easterly line of said 177.179-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, passing a 1/2-inch iron rod found for the southwest corner of said 26.752-acre tract and the northwest corner of a called 31.734-acre tract of land described in a Special Warranty Deed to Jack W. Haye and Carol B. Haye, as recorded in Volume 3903, Page 2911 of the Land Records of Collin County, Texas, continuing along the westerly line of said 31.734-acre tract, passing the southwest corner of said 31.734-acre tract and the northwest corner of aforesaid Gary W. Cash tracts, continuing along the westerly line of said Gary W. Cash tracts, a distance of 2,043.88 feet to the POINT OF BEGINNING and containing 556.456 acres (24,239,227 square feet) of land, more or less.

TRACT 2:

BEING a tract of land situated in the Leonidas Wilson Survey, Abstract No.974, Collin County, Texas and being all of called 75.335-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 2020021200196510 and all of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail with shiner set in the intersection of County Road 136, an apparent public use right of way with County Road 138, an apparent public use right of way, for the northwest corner of said 75.335-acre tract;

THENCE North 89°12'11" East, along the northerly line of said 75.335-acre tract and generally along said County Road 138, a distance of 667.27 feet to a MAG nail with shiner set for corner;

THENCE North 88°40'54" East, continuing along the northerly line of said 75.335-acre tract and generally along said County Road 138 for a part of the way, a distance of 2,155.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 75.335-acre tract, same being on the westerly line of a called 68.113-acre tract of land described in a Special Warranty Deed to Masoud Shaygan, as recorded in Volume 6036, Page 830 of the Land Records of Collin County, Texas;

THENCE South 00°31'26" East, along the easterly line of said 75.335-acre tract and the westerly line of said 68.113-acre tract, a distance of 1,188.65 feet to a 12-inch wooden fence corner post found for the southeast corner of said 75.335-acre tract, the southwest corner of said 68.113-acre tract, the northeast corner of aforesaid 81.321-acre tract and the northwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 01°07'24" West, along the easterly line of said 81.321-acre tract and the westerly line of said 57.804-acre tract, a distance of 1,264.24 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract and the southwest corner of said 57.804-acre tract, same also being on the northerly line of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790 of the Official Public Records of Collin County, Texas;

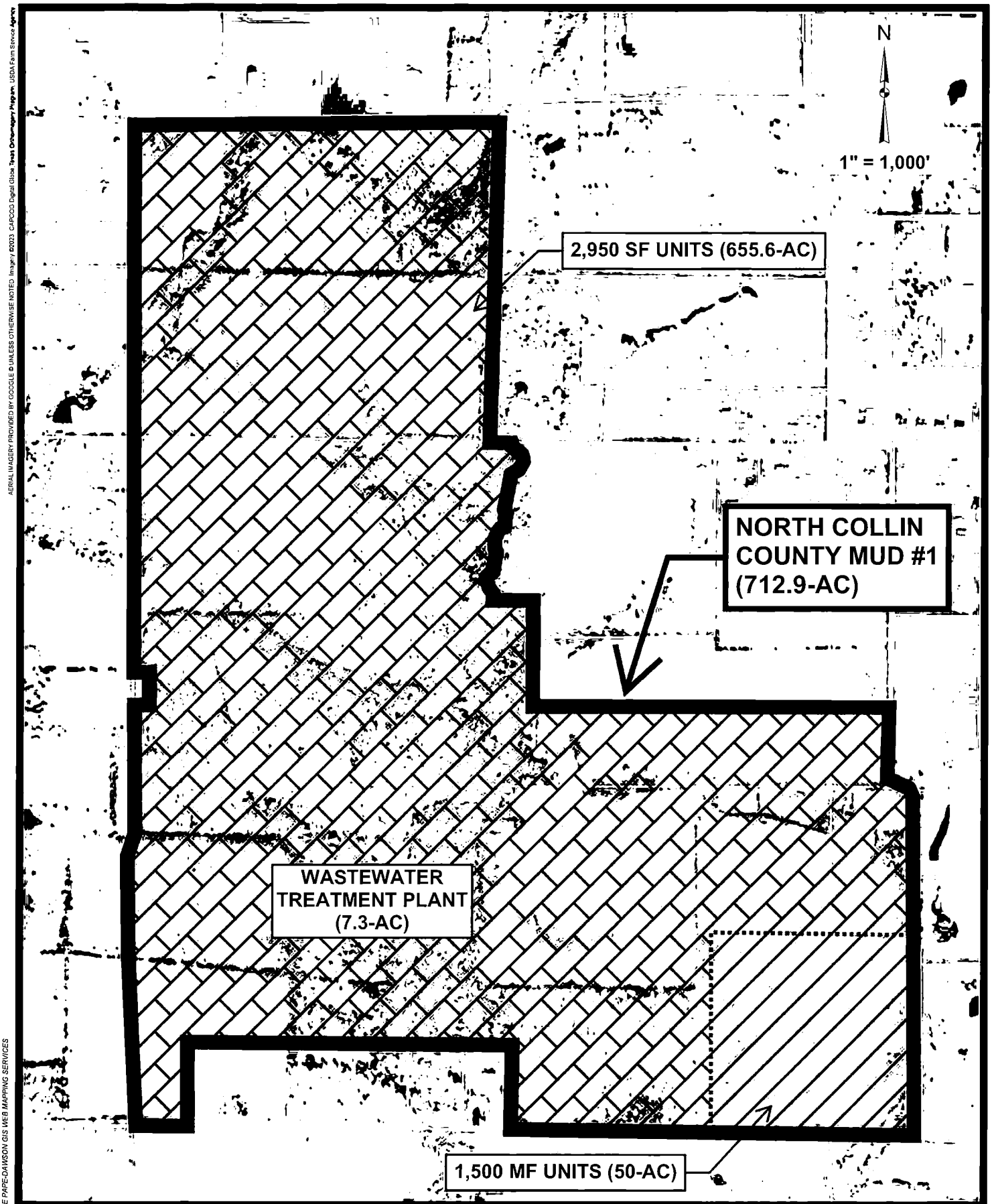
THENCE South 89°48'06" West, along the southerly line of said 81.321-acre tract and the northerly line of said 347.852-acre tract, a distance of 2,777.95 feet to a MAG nail

found in aforesaid County Road 136 for the southwest corner of said 81.321-acre tract and the northwest corner of said 347.852-acre tract, same being on the easterly line of a called 170.163-acre tract of land described in a Special Warranty Deed to Andrew Pennington, as recorded in Instrument No. 20201229002348790 of the Official Public Records of Collin County, Texas;

THENCE North 00°45'39" West, along the westerly line of said 81.321-acre tract, the easterly line of said 170.163-acre tract and generally along the center of said County Road 136, a distance of 1,266.61 feet to a 1/2-inch iron rod found for the northwest corner of said 81.321-acre tract and the southwest corner of aforesaid 75.335-acre tract;

THENCE North 00°40'12" West, along the westerly line of said 75.335-acre tract, the easterly line of said 170.163-acre tract, passing the southeast corner of a 30' wide right of way dedication as depicted in Honey Creek Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet L, Page 409 of the Map Records of Collin County, Texas, continuing along the easterly line of said 30' wide right of way dedication, a distance of 1,136.92 feet to the POINT OF BEGINNING and containing 156.444 acres (6,814,686 square feet) of land, more or less.

EXHIBIT B



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2023 CAPCOG Digital Globe, Texas Orthoimagery Program, USDA Farm Service Agency

DATE Jun 2023

SHEET 1.0

PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

Date: Mar 13, 2023 3:16 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2023000089153

eRecording - Real Property

AGREEMENT

Recorded On: August 04, 2023 11:07 AM

Number of Pages: 25

" Examined and Charged as Follows: "

Total Recording: $118.00

********** **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:	2023000089153
Receipt Number:	20230804000132
Recorded Date/Time:	August 04, 2023 11:07 AM
User:	Matthew M
Station:	Station 10

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Assistant City Manager
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Creekbend Public Improvement District partially within the extraterritorial jurisdiction of the City and partially within the corporate limits of the City and calling for a Public Hearing for the City Council's October 14, 2025, meeting. (Bromiley)

Background Information:
The City received a petition from KL LB Buy 4 LLC to establish the Creekbend Public Improvement District. The district is approximately 90.975 acres generally located west of S. Dallas Pkwy, east of S Legacy Dr., south of W Punk Carter Pkwy, and north of County Road 5, partially within the corporate limits of the City and partially within the ETJ of the City. The annexation public hearing will be considered at the September 9th City Council meeting.

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

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

The Resolution before City Council is to accept the petition for the creation of the Creekbend PID and call a public hearing at the City Council Meeting on October 14, 2025. The Resolution does not create the PID.

If Council approves the creation of the PID, staff will work with the developer and bring a preliminary service and assessment plan to City Council for consideration.

Legal Review:
Legal review was completed.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval.

THE CREEKBEND PUBLIC IMPROVEMENT DISTRICT - PETITION

City Council Meeting
September 9, 2024



PETITION

- Staff received a petition to establish the Creekbend Public Improvement District
  - Petitioners: KL LB Buy 4 LLC

- The property generally located west of S. Dallas Pkwy, east of S Legacy Dr., south of W Punk Carter Pkwy, and north of County Road 5, partially within the corporate limits of the City and partially within the Extraterritorial Jurisdiction (ETJ) of the City. The district is approximately 90.975 acres.

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 the October 14, 2025 council meeting.
- Council considers approving the creation of the PID
- Staff, the City's consultant (Municap), and the developer draft agreements and a preliminary Service and Assessment Plan for Council consideration

QUESTIONS?

CITY OF CELINA, TEXAS
RESOLUTION NO. _____-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING ON OCTOBER 14, 2025 REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

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

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

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

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

SECTION 2: The City Council calls a public hearing to be scheduled at or after 5:00 p.m., on October 14, 2025, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the advisability of establishing the PID, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

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

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

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

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

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

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

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

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

ADOPTED, PASSED, AND APPROVED on this the 9th day of September, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

EXHIBIT A

PETITION
(see attached Petition)

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE EXTRATERRITORIAL JURISDICTION
AND THE CORPORATE LIMITS OF THE
CITY OF CELINA, TEXAS
(Creekbend Public Improvement District)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), hereby petitions and requests the City Council of the City of Celina, Texas (the "City") create a public improvement district (the "District") encompassing the approximately 90.975 acres described in Exhibit "A" attached hereto ("Property") located partially within the corporate limits of the City and partially within the extraterritorial jurisdiction of the City, and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Collin Central Appraisal District, the Petitioner is (1) the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owner of real property liable for assessment under the proposal who: (a) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (b) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Section 2. General nature of the proposed public improvements. The proposed public improvements (collectively, the "Authorized Improvements") may include, but are not limited to: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in subdivisions (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses

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

Section 3. Estimated cost of the proposed Authorized Improvements: Petitioner estimates the current cost of the Authorized Improvements is $55,000,000.

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

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

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

The City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on properties in the District. The Petitioner may also pay for certain costs of the Authorized Improvements from other sources of funds, if any, available to the Petitioners.

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

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

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

RESPECTFULLY SUBMITTED, on this 25th day of August, 2025

[Signature on following page]

PETITIONER:

KL LB BUY 4 LLC,
a Delaware limited liability company

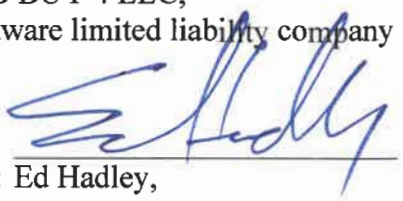
By: 
Name: Ed Hadley,
Title: Authorized Signatory

EXHIBIT A
DESCRIPTION OF THE PROPERTY

90.975 Acres

BEING all of tract of land situated in the William Davenport Survey, Abstract No. 262 and the P.F. Hutcherson Survey, Abstract No. 408, City of Celina, Collin County, Texas, being a portion of a called 39.965 acre tract of land described in the deed to City of Celina, recorded in Instrument No. 20201123002091340, Official Public Records of Collin County, Texas, a portion of a called 6.000 acre tract of land described as Tract 1 in the deed to Maram 10.28 acre tract of land described in the deed to Sri Lakshmi Ganapathi Venrtures LLC, recorded in Instrument No. 2022000169876, said Official Public Records, a portion of a called 10.26 acre tract of land described as Tract 1 in the deed to Jaimaruthi Ventures LLC, recorded in Instrument No. 20210603001131110, said Official Public Records, a portion of a called 5.492 acre tract of land described in the deed to Jaimaruthi Ventures, recorded in Instrument No. 20210604001133580, said Official Public Records, all of a called 4.997 acre tract of land described in the deed to Jaimaruthi Ventures, LLC, recorded in Instrument No. 20211116002341380, said Official Public Records, a portion of a called 11.18 acre tract of land described in the deed to DoeBranch2DNT LLC, recorded in Instrument No. 20210708001376160, said Official Public Records, all of a called 3.721 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 2022000133149, said Official Public Records, all of a called 3.728 acre tract of land escribed in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284450, said Official Public Records, all of a called 3.731 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284500, said Official Public Records, all of a called 10.31 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210209000282540, said Official Public Records and all of a called 10.34 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000283420, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch rod with a cap found in the northerly line of a called 117.4541 acre tract described in the deed to 117 Farm on Tollway **LTD,** recorded in Instrument No. 20050701000885120, said Official Public Records, for the southeast corner of said 10.34 acre tract, common to the southwest corner of a called 5.169 acre tract of land described in the deed to David Tittle, recorded in Instrument No. 20001002001067160, said Official Public Records:

THENCE South 89°08'39" West, with the southerly line of said 10.34 acre tract and the northerly line of said 117.4541 acre tract, a distance of 211.93 feet to a 1/2-inch iron rod found for an angle point in the southerly line of said 10.34 acre tract, common to the northwest corner of said 117.4541 acre tract and the northeast corner of Creeks of Legacy, Phase 1A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 20160310010000990, Plat Records of Collin County, Texas:

THENCE South 89°46'06" West, with the southerly lines of said 10.34 acre tract, said 10.31 acre tract and the northerly line of said Creeks of Legacy, Phase 1A, a distance of 804.96 feet to a 1/2-iron rod with a cap found for the southwest corner of said 10.31 acre tract, common to the southeast corner of said 3.728 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

THENCE South 89°26'03" West, with the southerly line of said 3.728 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 1/2-inch iron rod found for the southwest corner of said 3.728 acre tract, common to the southeast corner of said 3.731 acre tract at a distance of 145.65 feet, continuing on said course with the southerly line of said 3.731 acre tract, a total distance of 753.64 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" (hereinafter referred to as capped iron rod set) for an angle point in the southerly line of said 3.731 acre tract, common to an angle point in northerly line of said Creeks of Legacy, Phase 1A;

THENCE North 89°51'34" West, with the southerly lines of said 3.731 acre tract and said 11.18 acre tract, a distance of 348.60 feet to a 1-inch iron rod found for the southwest corner of said 11.18 acre tract, common to the southeast corner of said 39.965 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

THENCE South 88°14'33" West, with the southerly line of said 39.965 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 5/8-inch iron rod found for the northwest corner of said Creeks of Legacy, Phase 1A, common to the northeast corner of a called 10.27 acre tract of land described in the deed to Carl P. Parrish and Dale Parrish, recorded in Instrument No. 20030114000082680, said Official Public Records, at a distance of 1,062.31 feet, continuing on said course, a total distance of 1,342.47 feet to a capped iron rod set for corner;

THENCE severing said 39.965 acre tract, said 11.18 acre tract, said 5.492 acre tract, said 10.26 acre tract, said 6.000 acre tract, the following courses:

1. North 25°59'39" West, a distance of 100.66 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

2. Northerly along said curve having a radius of 60.00 feet, a delta angle of 217°33'30", an arc length of 227.83 feet, a chord bearing North 20°05'51" West and chord distance of 113.61 feet to a capped iron rod set at the end of said curve;

3. North 88°40'54" East, a distance of 367.73 feet to a capped iron rod set for corner;

4. North 01°19'06" West, a distance of 125.00 feet to a capped iron rod set for corner;

5. North 88°40'54" East, a distance of 60.00 feet to a capped iron rod set for corner;

6. North 01°19'06" West, a distance of 60.00 feet to a capped iron rod set for corner;

7. North 88°40'54" East, a distance of 130.00 feet to a capped iron rod set for corner;

8. North 01°19'06" West, a distance of 33.18 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

9. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 158°25'59", an arc length of 165.91 feet, a chord bearing of North 44°20'27" East and chord distance of 117.88 feet to a capped iron rod set at the end of said curve;

10. North 90°00'00" East, a distance of 218.20 feet to a capped iron rod set for corner;

11. North 00°00'00" East, a distance of 190.89 feet to a capped iron rod set for corner;

12. South 79°53'40" East, a distance of 122.06 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

13. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 119°16'52", a chord bearing of North 63°55'01" East and chord distance of 103.54 feet to a capped iron rod set at the end of said curve;

14. North 90°00'00" East, a distance of 183.67 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

15. Easterly along said curve having a radius of60.00 feet, a delta angle of 47°52'15", an arc length of 50.13 feet, a chord bearing of North 80°22'41" East and chord distance of 48.68 feet to a capped iron rod set at the end of said curve;

16. North 24°21'42" East, a distance of 104.44 feet to a capped iron rod set for corner;

17. South 88°16'51" East, a distance of 117.14 feet to a capped iron rod set for corner;

18. North 90°00'00" East, a distance of 30.00 feet to a capped iron rod set for corner;

19. North 00°00'00" East, a distance of 97.54 feet to the beginning of a tangential curve to the right;

20. Northeasterly along said curve having a radius of 1,150.00 feet, a delta angle of 89°51'31", an arc length of 1,803.58 feet, a chord bearing of North 44°55'45" East and a chord distance of 1,624.34 feet to a capped iron rod set at the end of said curve;

21. North 89°51'31" East, a distance of 739.28 feet to a capped iron rod set in the easterly line of said 6.000 acre tract and the westerly line of a called 41.00 acre tract of land described in the deed to Don McKenzie and wife, Karla McKenzie, recorded in Instrument No. 19950321000190820, said Official Public Records;

THENCE South 00°06'34" West, with the easterly line of said 6.000 acre tract and the westerly line of said 41.00 acre tract, a distance of 48.69 feet to a 1/2-inch iron rod found for the southeast corner of said 6.000 acre tract, common to the northeast corner of said 10.368 acre tract;

THENCE South 00°30'44" East, with the easterly line of said 10.368 acre tract and continuing with the westerly line of said 41.00 acre tract, a distance of 534.08 feet to a 1/2-inch iron rod found for the southeast corner of said 10.368 acre tract, common to the northeast corner of a called 10.96 acre tract of land described in the deed to The Mayfield Family Revocable Trust, recorded in Instrument No. 20220221000287240, said Official Pubic Records;

THENCE South 89°37'46" West, with the southerly line of said 10.368 acre tract and the northerly line of said 10.96 acre tract, passing a 1/2-inch iron rod found on the easterly side of Private Road 5156 at a distance of 821.64 feet, continuing on said course, a total distance of 852.20 feet to a capped iron rod set in said Private Road 5156 and in the easterly line of said 10.26 acre tract for the southwest corner of said 10.368 acre tract, common to the northwest corner of said 10.96 acre tract;

THENCE South 00°49'36" West, in said Private Road 5156 with the easterly line of said 10.26 acre tract and the westerly line of said 10.96 acre tract, a distance of 142.36 feet to a 5/8-inch iron rod found for the southeast corner of said 10.26 acre tract, common to the northeast corner of said 4.997 acre tract;

THENCE South 00°48'31" West, continuing in said Private Road 5156 with the easterly line of said 4.997 acre tract and continuing with the westerly line of said 10.96 acre tract, a distance of 413.54 feet to a 1/2-inch iron rod with a cap found at the intersection of said Private Road 5156 and Private Road 5155 for the southeast corner of said 4.997 acre tract, common to the northeast corner of said 3.721 acre tract, the northwest corner of said 10.31 acre tract and the southwest corner of said 10.96 acre tract:

THENCE North 89°37'24" East, in said Private Road 5155 with the northerly lines of said 10.31 acre tract and said 10.34 acre tract, a distance of 1,016.40 feet to a 1/2-inch iron rod found for the northeast corner of said 10.34 acre tract:

THENCE South 00°33'13" East, with the easterly line of said 10.34 acre tract, a distance of 885.17 feet to the POINT OF BEGINNING and enclosing 90.975 acres (3,962,858 square feet) of land, more or less.

EXHIBIT B

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

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

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., October 14, 2025, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The proposed public improvements (collectively, the "Authorized Improvements") may include, but are not limited to: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in subdivisions (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in the establishment, administration, and operation of the District; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The Petitioner estimates the current cost of the Authorized Improvements is $55,000,000.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioner consisting of approximately 90.975 acres of property generally located west of S Dallas Pkwy, east of S Legacy Dr., south of W Punk Carter Pkwy, and north of County Road 5, partially within the corporate limits of the City and partially within the extraterritorial

jurisdiction of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

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

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on properties in the District. The Petitioner may also pay for certain costs of the Authorized Improvements from other sources of funds, if any, available to the Petitioner.

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

Life Connected.

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
Date: September 9, 2025

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2025-2026 Supplemental Annual Service Plan update to the Service and Assessment Plan for the Ten Mile Creek Public Improvement District and providing an effective date. (Bromiley)

Background Information:
The Ten Mile Creek PID was created by the City Council pursuant to the PID Act and a resolution approved on March 15, 2022. The PID is generally located south of the Collin County Outer Loop and north of Choate Parkway and is an estimated 490 residential units on approximately 209 acres within multiple phases.

The Annual Service Plan update include amounts for the payment of principal and interest on the PID bonds and reimbursement agreement, if any, PID administrative expenses, additional interest for prepayment and delinquency reserves and as applicable, TIRZ annual credit amounts committed to pay a portion of the PID bond principal and interest. The Service Plan is prepared annually and presented to Council as required by Chapter 372 of the Texas Local Government Code.

At the August 12, 2025, City Council meeting, the 2025-2026 Annual Service Plan was approved by council. At the September 9, 2025, meeting, the City is bringing the 2025-2026 Supplemental Annual Service Plan, which includes updates revising the project costs for Improvement Area #1 and the Major Improvement Area. The source of these updates is an Updated Opinion of Probable Costs provided by the developer, and attached as Appendix A.

Legal Review:
Legal has reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. Ordinance - Supplemental SAP Update Ten Mile Creek PID
3. Ten Mile Creek PID - Supplemental Annual SAP Update - 2025-26

Financial Consideration:
None

Staff Recommendation:
Staff recommends approval.

TEN MILE CREEK PID SUPPLEMENTAL ANNUAL SERVICE PLAN UPDATE

City Council Meeting
September 9, 2025



SUPPLEMENTAL UPDATES

- At the August 12, 2025, City Council approved the 2025-26 Annual Service Plan
- The 2025-26 Supplemental Annual Service Plan includes:
  - Updates revising the project costs for Improvement Area #1
  - Updates revising the project costs for the Major Improvement Area
- Source of updates is an Updated Opinion of Probable Costs provided by the developer
  - See attachment in Appendix A

QUESTIONS?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE SUPPLEMENTAL ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN FOR THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 15, 2022, the City Council of the City of Celina, Texas (the "City") approved Resolution No. 2022-14R establishing the Ten Mile Creek Public Improvement District (the "PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, the City has heretofore levied assessments against property within Improvement Area #1 the PID, pursuant to Ordinance No. 2023-23 which ordinance also approved the Ten Mile Creek Public Improvement District Service and Assessment Plan and Assessment Roll related to Improvement Area #1, dated as of March 14, 2023 (the "Service and Assessment Plan and Improvement Area #1 Assessment Roll"); and

WHEREAS, the City has also heretofore levied assessments against property within the Major Improvement Area of the PID, pursuant to Ordinance No. 2023-22 which ordinance also approved the Ten Mile Creek Public Improvement District Service and Assessment Plan and Assessment Roll related to the Major Improvement Area, dated as of March 14, 2023 (the "Service and Assessment Plan and Major Improvement Area Assessment Roll") [and, together with the Service and Assessment Plan and Improvement Area #1 Assessment Roll, the "Service and Assessment Plan and Assessment Rolls"]; and

WHEREAS, the Service and Assessment Plan and Assessment Rolls are required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act (the "Annual Service Plan Update"); and

WHEREAS, the Annual Service Plan Update was approved on August 12, 2025, pursuant to Ordinance No. 2025-60 (the "Annual Service Plan Update"); and

WHEREAS, the Supplemental Annual Service Plan Update, attached hereto as Exhibit A, updates the Service and Assessment Plan to reflect budget allocation changes for the PID that occur during the year; and

WHEREAS, the City Council desires and finds it to be in the public interest to adopt this Ordinance approving and adopting the Supplemental Annual Service Plan Update attached thereto, in compliance with the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF CELINA, TEXAS, THAT:

SECTION 1. All matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The Ten Mile Creek Public Improvement District Supplemental Annual Service Plan Update, attached hereto as Exhibit A and incorporated herein by reference contained therein and made a part thereof, are hereby accepted and approved.

SECTION 3. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 5. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THE 9th day of September 2025.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

SUPPLEMENTAL ANNUAL SERVICE PLAN UPDATE 2025-26

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 9, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

SUPPLEMENTAL ANNUAL SERVICE PLAN UPDATE – 2025-26

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 3

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 3
B. FIVE YEAR SERVICE PLAN 6
C. STATUS OF DEVELOPMENT 6
D. ANNUAL BUDGET – IMPROVEMENT AREA #1 6
E. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #1 6
F. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA 6
G. ANNUAL INSTALLMENTS PER UNIT – MAJOR IMPROVEMENT AREA 6
H. BOND REDEMPTION RELATED UPDATES 6

III. UPDATE OF THE ASSESSMENT PLAN 7

IV. UPDATE OF THE ASSESSMENT ROLL 8

APPENDIX A – UPDATED OPC

APPENDIX B – 2025-26 ANNUAL SERVICE PLAN UPDATE

I. INTRODUCTION

The Ten Mile Creek Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on March 15, 2022, to finance certain public improvement projects for the benefit of the property in the PID.

On March 14, 2023, the City approved issuance of the City of Celina, Texas Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Improvement Area #1 Bonds") in the aggregate principal amount of $12,010,000, and reimbursement obligations for the Improvement Area #1 Reimbursement Agreement (the "Improvement Area #1 Reimbursement Agreement") in the aggregate principal amount of $2,940,000 to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. Both the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement are secured by the Improvement Area #1 Assessments (the "Improvement Area #1 Assessments").

Additionally, on March 14, 2023, the City approved issuance of the City of Celina, Texas Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Major Improvement Bonds") in the aggregate principal amount of $7,021,000, to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. the Major Improvement Bonds are secured by the Major Improvement Area Assessments (the "Major Improvement Area Assessments"). There have been no changes to Section II.B through Section IV.B. and appendices A through D from the 2025-26 Annual Service Plan Update approved on August 12, 2025, attached as Exhibit B to this report.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is a supplemental annual update of the Service and Assessment Plan for 2025-26 (the "Supplemental Annual Service Plan Update"). The purpose of this Supplemental Annual Service Plan Update is to update the budget and costs of the Authorized Improvements to reflect the updated opinion of probable costs dated August 6, 2025 (the "Updated OPC"). Such updated opinion of probably costs primarily reflects updated additional costs related to additional segments of Roseland Parkway, a Major Improvement. The Updated OPC is included as Appendix A of this report.

The City also adopted Assessment Rolls identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. The 2025-26 Annual Service Plan Update updated the Assessment Rolls for 2025-26 and no updates to the Assessments Rolls are provided for in this Supplemental Annual Service Plan Update.

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Improvement Area #1 Improvements Sources and Uses

The initial total estimated costs of the Improvement Area #1 Improvements (including the proportional share of the Major Improvement costs) were equal to $14,897,091 as shown in the Service and Assessment Plan. According to Requisition #9 approved by the City on January 28, 2025, and the Updated OPC, the updated estimated costs of the Improvement Area #1 Improvements (including the proportional share of the Major Improvement costs) are $15,980,882. The change in estimated Improvement Area #1 Improvement costs (including the proportional share of the Major Improvement costs) are primarily related to additional Roseland Parkway improvement costs.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Improvement Area #1 Improvements, including the proportional share of the Major Improvement costs, (2) establish the PID, and (3) issue Improvement Area #1 Bonds.

(the remainder of this page is intentionally left blank)

Table II-A-1
Improvement Area #1 Sources and Uses of Funds

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions	Updated Budget[2,3]	Spent to Date[4]	Remaining to Draw[4]
Par amount (Phase #1 Bonds)	$12,010,000	$0	$12,010,000	$10,050,857	$1,959,143
Assessment amount (Phase #1 Reimbursement Agreement)	$2,940,000	$0	$2,940,000	$2,940,000	$0
Other funding sources	$2,785,161	$1,083,792	$3,868,953	$813,278	$3,055,675
Total Sources	**$17,735,161**	**$1,083,792**	**$18,818,953**	**$13,804,135**	**$5,014,818**
Uses of Funds					
Improvement Area #1 Improvements:[2]					
Road Improvements	$3,935,600	$653,130	$4,588,730	$3,888,765	$699,966
Water Improvements	$1,949,120	$18,843	$1,967,963	$1,765,126	$202,837
Sanitary Sewer Improvements	$1,083,705	$358,806	$1,442,511	$1,267,694	$174,817
Storm Drainage Improvements	$1,752,083	$955,403	$2,707,486	$2,268,772	$438,714
Other Soft and Miscellaneous Costs	$2,627,640	($1,853,541)	$774,099	$318,550	$455,549
Subtotal: Improvement Area #1 Improvements	*$11,348,148*	*$132,642*	*$11,480,790*	*$9,508,907*	*$1,971,883*
Major Improvements:[3]					
Road Improvements	$1,228,664	$577,805	$1,806,469	$401,621	$1,404,847
Water Improvements	$391,794	$0	$391,794	$287,661	$104,133
Sanitary Sewer Improvements	$362,117	$0	$362,117	$296,744	$65,373
Storm Drainage Improvements	$747,779	$28,262	$776,041	$366,666	$409,375
Other Soft and Miscellaneous Costs	$818,588	$345,083	$1,163,671	$104,466	$1,059,205
Subtotal: Major Improvements	*$3,548,942*	*$951,150*	*$4,500,092*	*$1,457,158*	*$3,042,934*
Bond Issuance Costs:					
Cost of issuance	$612,330	$0	$612,330	$612,330	$0
Capitalized interest	$935,600	$0	$935,600	$935,600	$0
Reserve fund	$879,840	$0	$879,840	$879,840	$0
Administrative Expense	$50,000	$0	$50,000	$50,000	$0
Underwriter's discount	$360,300	$0	$360,300	$360,300	$0
Subtotal: Bond Issuance Costs	*$2,838,070*	*$0*	*$2,838,070*	*$2,838,070*	*$0*
Total Uses	**$17,735,160**	**$1,083,792**	**$18,818,952**	**$13,804,135**	**$5,014,817**

1 – According to the Service and Assessment Plan approved on March 14, 2023.
2 – Improvement Area #1 Improvements estimated costs have been updated according to Requisition #9 approved by the City on January 28, 2025.
3 – The aggregate Improvement Area #1 Major Improvement estimated costs shown in the Updated OPC, are allocated to Improvement Area #1 proportionally based on the original allocation methodology described in IV.C. of the Service and Assessment Plan.
4 – According to Requisition #9 approved by the City on January 28, 2025.

Major Improvement Area Projects Sources and Uses

The total initial estimated costs of the Major Improvement Area Projects were equal to $5,135,063. According to the Updated OPC, the updated estimated costs of the Major Improvement Area Projects are $6,511,307. The change in estimated costs of the Major Improvement Area Projects are primarily related to additional Roseland Parkway improvement costs.

Table II-A-2 below summarizes the updated sources and uses of funds required to (1) construct the Major Improvement Area Projects, (2) establish the PID, and (3) issue Major Improvement Bonds.

Table II-A-2
Major Improvement Area Projects Sources and Uses of Funds

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions[2]	Updated Budget[2]	Spent to Date[3]	Remaining to Draw
Par amount	$7,021,000	$0	$7,021,000	$4,692,601	$2,328,399
Other Funding Sources	$0	$1,376,244	$1,376,244	$0	$1,376,244
Total Sources	**$7,021,000**	**$1,376,244**	**$8,397,244**	**$4,692,601**	**$3,704,643**
Uses of Funds					
Major Improvements					
Road Improvements	$1,777,788	$836,041	$2,613,829	$664,716	$1,949,113
Water Improvements	$566,898	$0	$566,898	$510,208	$56,690
Sanitary Sewer Improvements	$523,957	$0	$523,957	$474,290	$49,667
Storm Drainage Improvements	$1,081,982	$40,893	$1,122,875	$536,085	$586,790
Other Soft and Miscellaneous Costs	$1,184,438	$499,310	$1,683,748	$621,364	$1,062,383
Subtotal: Major Improvements	*$5,135,063*	*$1,376,244*	*$6,511,307*	*$2,806,664*	*$3,704,643*
Estimated Bond Issuance Costs:					
Cost of Issuance	$404,468	$0	$404,468	$404,468	$0
Capitalized interest	$621,669	$0	$621,669	$621,669	$0
Reserve Fund	$549,170	$0	$549,170	$549,170	$0
Administrative Expense	$100,000	$0	$100,000	$100,000	$0
Underwriters Discount	$210,630	$0	$210,630	$210,630	$0
Subtotal: Bond Issuance Costs	*$1,885,937*	*$0*	*$1,885,937*	*$1,885,937*	*$0*
Total Uses	**$7,021,000**	**$1,376,244**	**$8,397,244**	**$4,692,601**	**$3,704,643**

1 – According to the Service and Assessment Plan approved on March 14, 2023.
2 – According to the revised opinion of probable costs dated August 6, 2025. The aggregate Major Improvement Area Project estimated costs shown in the Updated OPC, are allocated to the Major Improvement Area proportionally based on the original allocation methodology described in IV.C. of the Service and Assessment Plan.
3 – According to Requisition #9 approved by the City on January 28, 2025.

B. Five Year Service Plan

There have been no changes to Section II.B, the "Five Year Service Plan," attached as Appendix B of this Supplemental Annual Service Plan Update.

C. Status of Development

There have been no changes to Section II.C, the "Status of Development," attached as Appendix B of this Supplemental Annual Service Plan Update.

D. Annual Budget – Improvement Area #1

There have been no changes to Section II.D, the "Annual Budget – Improvement Area #1," attached as Appendix B of this Supplemental Annual Service Plan Update.

E. Annual Installments Per Unit – Improvement Area #1

There have been no changes to Section II.E, the "Annual Installments Per Unit – Improvement Area #1," attached as Appendix B of this Supplemental Annual Service Plan Update.

F. Annual Budget – Major Improvement Area

There have been no changes to Section II.F, the "Annual Budget – Major Improvement Area," attached as Appendix B of this Supplemental Annual Service Plan Update.

G. Annual Installments per Unit – Major Improvement Area

There have been no changes to Section II.G, the "Annual Installments Per Unit – Major Improvement Area," attached as Appendix B of this Supplemental Annual Service Plan Update.

H. Bond Redemption Related Updates

There have been no changes to Section II.H, the "Bond Redemption Related Updates," attached as Appendix B of this Supplemental Annual Service Plan Update.

(the remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

There have been no changes to Section III, the "Update of the Assessment Plan," attached as Appendix B of this Supplemental Annual Service Plan Update.

(the remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

There have been no changes to Section IV, the "Update of the Assessment Roll," attached as Appendix B of this Supplemental Annual Service Plan Update.

(the remainder of this page is intentionally left blank)

APPENDIX A
UPDATED OPC

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
August 6, 2025

Division	*DIRECT PUBLIC*			*MAJOR PUBLIC*						*PRIVATE*		
	SF Ph1	*Townhomes*	*TOTAL*	*SF Ph1*	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*	*SF Ph1*	*Townhomes*	*TOTAL*
Water	$1,251,200	$697,920	$1,949,120	$153,391	$95,869	$162,978	$273,227	$273,227	$958,692	$0	$0	$0
Wastewater	$708,840	$374,865	$1,083,705	$141,772	$88,607	$150,633	$252,531	$252,531	$886,074	$0	$0	$0
Storm Drain	$1,090,688	$661,395	$1,752,083	$303,826	$189,892	$322,816	$541,191	$541,191	$1,898,915	$0	$0	$0
Earthwork	$422,600	$127,081	$549,680	$128,367	$80,230	$136,390	$228,654	$228,654	$802,296	$568,425	$338,693	$907,118
Paving	$2,238,320	$1,118,050	$3,356,370	$563,555	$352,222	$598,778	$1,003,833	$1,003,833	$3,522,222	$0	$0	$0
Signage	$18,350	$11,200	$29,550	$15,325	$9,578	$16,283	$27,298	$27,298	$95,782	$0	$0	$0
Misc.	$114,000	$66,000	$180,000	$75,586	$47,241	$80,310	$134,637	$134,637	$472,412	$0	$0	$0
Subtotal	**$5,843,998**	**$3,056,511**	**$8,900,508**	**$1,381,823**	**$863,639**	**$1,468,187**	**$2,461,372**	**$2,461,372**	**$8,636,392**	**$568,425**	**$338,693**	**$907,118**
Planning, Survey, Platting, Eng., LA. Permitting, & Staking	$584,400	$305,651	$890,051	$138,182	$86,364	$146,819	$246,137	$246,137	$863,639	$56,843	$33,869	$90,712
Construction Management	$233,760	$122,260	$356,020	$55,273	$34,546	$58,727	$98,455	$98,455	$345,456	$22,737	$13,548	$36,285
City Fees	$204,540	$106,978	$311,518	$48,364	$30,227	$51,387	$86,148	$86,148	$302,274	$19,895	$11,854	$31,749
Miscellaneous & Contingency	$584,400	$305,651	$890,051	$138,182	$86,364	$146,819	$246,137	$246,137	$863,639	$56,843	$33,869	$90,712
TOTAL	**$7,451,097**	**$3,897,051**	**$11,348,148**	**$1,761,824**	**$1,101,140**	**$1,871,938**	**$3,138,249**	**$3,138,249**	**$11,011,400**	**$724,742**	**$431,834**	**$1,156,576**

	SF Ph1	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*
DIRECT PUBLIC	$7,451,097	$3,897,051	-	-	-	$11,348,148
MAJOR PUBLIC	$1,761,824	$1,101,140	$1,871,938	$3,138,249	$3,138,249	$11,011,400
PRIVATE	$724,742	$431,834	-	-	-	$1,156,576
TOTAL	**$9,937,663**	**$5,430,025**	**$1,871,938**	**$3,138,249**	**$3,138,249**	**$23,516,124**

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
August 6, 2025

Phase	*Units*	*Persons/Unit*	*Persons*	*% of Total*
SF Ph1	182	3.5	637	16.0%
Townhomes	114	3.5	399	10.0%
SF Ph2	194	3.5	679	17.0%
MF 1 (NW)	380	3	1140	28.5%
MF 2 (E)	380	3	1140	28.5%

A. Water Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	106	LF	$80.00	$8,480.00	16.0%	$1,356.80	10.0%	$848.00	17.0%	$1,441.60	28.5%	$2,416.80	28.5%	$2,416.80
2.	12" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	5,943	LF	$115.00	$683,445.00	16.0%	$109,351.20	10.0%	$68,344.50	17.0%	$116,185.65	28.5%	$194,781.83	28.5%	$194,781.83
3.	8" GATE VALVE & BOX	3	EA	$2,500.00	$7,500.00	16.0%	$1,200.00	10.0%	$750.00	17.0%	$1,275.00	28.5%	$2,137.50	28.5%	$2,137.50
4.	12" GATE VALVE & BOX	14	EA	$4,500.00	$63,000.00	16.0%	$10,080.00	10.0%	$6,300.00	17.0%	$10,710.00	28.5%	$17,955.00	28.5%	$17,955.00
5.	2" AIR RELEASE VALVE	3	EA	$1,299.00	$3,897.00	16.0%	$623.52	10.0%	$389.70	17.0%	$662.49	28.5%	$1,110.65	28.5%	$1,110.65
6.	24" STEEL ENCASEMENT	131	LF	$225.00	$29,475.00	16.0%	$4,716.00	10.0%	$2,947.50	17.0%	$5,010.75	28.5%	$8,400.38	28.5%	$8,400.38
7.	12"X12" TAPPING SLEEVE & VALVE	1	EA	$5,300.00	$5,300.00	16.0%	$848.00	10.0%	$530.00	17.0%	$901.00	28.5%	$1,510.50	28.5%	$1,510.50
8.	FIRE HYDRANT ASSEMBLY	15	EA	$7,800.00	$117,000.00	16.0%	$18,720.00	10.0%	$11,700.00	17.0%	$19,890.00	28.5%	$33,345.00	28.5%	$33,345.00
9.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	6,049	LF	$3.00	$18,147.00	16.0%	$2,903.52	10.0%	$1,814.70	17.0%	$3,084.99	28.5%	$5,171.90	28.5%	$5,171.90
10.	GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
11.	TESTING & DISINFECTION	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
12.	TRENCH SAFETY	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
	Total A. Water Improvements - Roseland Pkwy & MI				**$958,692.00**		**$153,390.72**		**$95,869.20**		**$162,977.64**		**$273,227.22**		**$273,227.22**

B. Wastewater Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	12" SDR 26 PIPE (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	7,483	LF	$70.00	$523,810.00	16.0%	$83,809.60	10.0%	$52,381.00	17.0%	$89,047.70	28.5%	$149,285.85	28.5%	$149,285.85
2.	24" STEEL ENCASEMENT	368	LF	$225.00	$82,800.00	16.0%	$13,248.00	10.0%	$8,280.00	17.0%	$14,076.00	28.5%	$23,598.00	28.5%	$23,598.00
3.	4' DIA. WW MANHOLE	26	EA	$5,000.00	$130,000.00	16.0%	$20,800.00	10.0%	$13,000.00	17.0%	$22,100.00	28.5%	$37,050.00	28.5%	$37,050.00
4.	5' DIA. MANHOLE	7	EA	$6,000.00	$42,000.00	16.0%	$6,720.00	10.0%	$4,200.00	17.0%	$7,140.00	28.5%	$11,970.00	28.5%	$11,970.00
5.	5' DIA. DROP MANHOLE	2	EA	$6,500.00	$13,000.00	16.0%	$2,080.00	10.0%	$1,300.00	17.0%	$2,210.00	28.5%	$3,705.00	28.5%	$3,705.00
6.	5' DIA. DROP MANHOLE W/ WATERTIGHT LID	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
7.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	7,483	LF	$5.00	$37,415.00	16.0%	$5,986.40	10.0%	$3,741.50	17.0%	$6,360.55	28.5%	$10,663.28	28.5%	$10,663.28
8.	6" GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
9.	MANHOLE VACUUM TESTING	37	EA	$250.00	$9,250.00	16.0%	$1,480.00	10.0%	$925.00	17.0%	$1,572.50	28.5%	$2,636.25	28.5%	$2,636.25
10.	TESTING & TV INSPECTION	7,483	LF	$2.00	$14,966.00	16.0%	$2,394.56	10.0%	$1,496.60	17.0%	$2,544.22	28.5%	$4,265.31	28.5%	$4,265.31
11.	TRENCH SAFETY	7,483	LF	$1.00	$7,483.00	16.0%	$1,197.28	10.0%	$748.30	17.0%	$1,272.11	28.5%	$2,132.66	28.5%	$2,132.66
	Total B. Wastewater Improvements - Roseland Pkwy & MI				**$886,074.00**		**$141,771.84**		**$88,607.40**		**$150,632.58**		**$252,531.09**		**$252,531.09**

C.1 Storm Drain Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	18" R.C.P. (INC. FITTINGS)	447	LF	$78.72	$35,190.00	16.0%	$5,630.40	10.0%	$3,519.00	17.0%	$5,982.30	28.5%	$10,029.15	28.5%	$10,029.15
2.	24" R.C.P. (INC. FITTINGS)	894	LF	$124.53	$111,334.00	16.0%	$17,813.44	10.0%	$11,133.40	17.0%	$18,926.78	28.5%	$31,730.19	28.5%	$31,730.19
3.	30" R.C.P. (INC. FITTINGS)	362	LF	$156.00	$56,472.00	16.0%	$9,035.52	10.0%	$5,647.20	17.0%	$9,600.24	28.5%	$16,094.52	28.5%	$16,094.52
4.	36" R.C.P. (INC. FITTINGS)	106	LF	$185.00	$19,610.00	16.0%	$3,137.60	10.0%	$1,961.00	17.0%	$3,333.70	28.5%	$5,588.85	28.5%	$5,588.85
5.	42" R.C.P. (INC. FITTINGS)	1,667	LF	$224.00	$373,408.00	16.0%	$59,745.28	10.0%	$37,340.80	17.0%	$63,479.36	28.5%	$106,421.28	28.5%	$106,421.28
6.	48" R.C.P. (INC. FITTINGS)	97	LF	$265.00	$25,705.00	16.0%	$4,112.80	10.0%	$2,570.50	17.0%	$4,369.85	28.5%	$7,325.93	28.5%	$7,325.93
7.	5' X 4' CONCRETE BOX CULVERT	60	LF	$450.00	$27,000.00	16.0%	$4,320.00	10.0%	$2,700.00	17.0%	$4,590.00	28.5%	$7,695.00	28.5%	$7,695.00
8.	10' RECESSED CURB INLET	6	EA	$7,166.67	$43,000.00	16.0%	$6,880.00	10.0%	$4,300.00	17.0%	$7,310.00	28.5%	$12,255.00	28.5%	$12,255.00
9.	15' RECESSED CURB INLET	4	EA	$6,700.00	$26,800.00	16.0%	$4,288.00	10.0%	$2,680.00	17.0%	$4,556.00	28.5%	$7,638.00	28.5%	$7,638.00
10.	5' X 5' AREA INLET W/ 2' MOW STRIP	1	EA	$6,500.00	$6,500.00	16.0%	$1,040.00	10.0%	$650.00	17.0%	$1,105.00	28.5%	$1,852.50	28.5%	$1,852.50
11.	4' STORM DRAIN MANHOLE	5	EA	$5,500.00	$27,500.00	16.0%	$4,400.00	10.0%	$2,750.00	17.0%	$4,675.00	28.5%	$7,837.50	28.5%	$7,837.50
12.	5' STORM DRAIN MANHOLE	4	EA	$6,500.00	$26,000.00	16.0%	$4,160.00	10.0%	$2,600.00	17.0%	$4,420.00	28.5%	$7,410.00	28.5%	$7,410.00
13.	LARGE DEBRIS SEPARATOR	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
14.	24" SLOPED HEADWALL	1	EA	$2,750.00	$2,750.00	16.0%	$440.00	10.0%	$275.00	17.0%	$467.50	28.5%	$783.75	28.5%	$783.75
15.	42" SLOPED HEADWALL	1	EA	$4,500.00	$4,500.00	16.0%	$720.00	10.0%	$450.00	17.0%	$765.00	28.5%	$1,282.50	28.5%	$1,282.50
16.	5' X 4' HEADWALL W/ FLARED WINGWALLS (FW-0)	2	EA	$4,500.00	$9,000.00	16.0%	$1,440.00	10.0%	$900.00	17.0%	$1,530.00	28.5%	$2,565.00	28.5%	$2,565.00
17.	FLEX-A-MAT AT OUTFALL	352	SY	$115.00	$40,480.00	16.0%	$6,476.80	10.0%	$4,048.00	17.0%	$6,881.60	28.5%	$11,536.80	28.5%	$11,536.80
18.	REMOVE & RELOCATE 15' CURB INLET	1	EA	$10,800.00	$10,800.00	16.0%	$1,728.00	10.0%	$1,080.00	17.0%	$1,836.00	28.5%	$3,078.00	28.5%	$3,078.00
19.	CONNECT TO EX. STORM SYSTEM	4	EA	$2,640.00	$10,560.00	16.0%	$1,689.60	10.0%	$1,056.00	17.0%	$1,795.20	28.5%	$3,009.60	28.5%	$3,009.60
20.	TESTING & TV INSPECTION	3,633	LF	$1.99	$7,234.00	16.0%	$1,157.44	10.0%	$723.40	17.0%	$1,229.78	28.5%	$2,061.69	28.5%	$2,061.69
21.	TRENCH SAFETY	3,633	LF	$1.13	$4,112.00	16.0%	$657.92	10.0%	$411.20	17.0%	$699.04	28.5%	$1,171.92	28.5%	$1,171.92
Total C.1 Storm Drain Improvements - Roseland Pkwy & MI					**$882,955.00**		**$141,272.80**		**$88,295.50**		**$150,102.35**		**$251,642.18**		**$251,642.18**

C.2 Storm Drain Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	STORM DRAIN LATERALS, 18" RCP	480	LF	$85.00	$40,800.00	16.0%	$6,528.00	10.0%	$4,080.00	17.0%	$6,936.00	28.5%	$11,628.00	28.5%	$11,628.00
2.	REINFORCED CONCRETE PIPE, 36-48"	1,800	LF	$220.00	$396,000.00	16.0%	$63,360.00	10.0%	$39,600.00	17.0%	$67,320.00	28.5%	$112,860.00	28.5%	$112,860.00
3.	6'X5' BOX CULVERT	400	LF	$750.00	$300,000.00	16.0%	$48,000.00	10.0%	$30,000.00	17.0%	$51,000.00	28.5%	$85,500.00	28.5%	$85,500.00
4.	STORM DRAIN JUNCTION BOXES	9	EA	$9,000.00	$79,200.00	16.0%	$12,672.00	10.0%	$7,920.00	17.0%	$13,464.00	28.5%	$22,572.00	28.5%	$22,572.00
5.	CURB INLETS	12	EA	$6,000.00	$72,000.00	16.0%	$11,520.00	10.0%	$7,200.00	17.0%	$12,240.00	28.5%	$20,520.00	28.5%	$20,520.00
6.	CONCRETE HEADWALLS/WINGWALLS	2	EA	$20,000.00	$32,000.00	16.0%	$5,120.00	10.0%	$3,200.00	17.0%	$5,440.00	28.5%	$9,120.00	28.5%	$9,120.00
7.	RIP-RAP PROTECTION	120	SY	$85.00	$10,200.00	16.0%	$1,632.00	10.0%	$1,020.00	17.0%	$1,734.00	28.5%	$2,907.00	28.5%	$2,907.00
8.	MISC. DRIVEWAY AND PAVEMENT REPLACEMENTS	800	SY	$95.00	$76,000.00	16.0%	$12,160.00	10.0%	$7,600.00	17.0%	$12,920.00	28.5%	$21,660.00	28.5%	$21,660.00
9.	TESTING	2,440	LF	$1.50	$3,660.00	16.0%	$585.60	10.0%	$366.00	17.0%	$622.20	28.5%	$1,043.10	28.5%	$1,043.10
10.	TRENCH SAFETY	2,440	LF	$2.50	$6,100.00	16.0%	$976.00	10.0%	$610.00	17.0%	$1,037.00	28.5%	$1,738.50	28.5%	$1,738.50
Total C.2 Storm Drain Improvements - Choate Pkwy					**$1,015,960.00**		**$162,553.60**		**$101,596.00**		**$172,713.20**		**$289,548.60**		**$289,548.60**

D.1 Earthwork Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	RK Construction		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	GENERAL SITE PREPARATION	1.0	LS	$35,000.00	$35,000.00	16.0%	$5,600.00	10.0%	$3,500.00	17.0%	$5,950.00	28.5%	$9,975.00	28.5%	$9,975.00
2.	CLEARING & GRUBBING	11.2	AC	$997.32	$11,170.00	16.0%	$1,787.20	10.0%	$1,117.00	17.0%	$1,898.90	28.5%	$3,183.45	28.5%	$3,183.45
3.	STREET AND RIGHT-OF-WAY EXCAVATION	28,735	CY	$6.89	$197,982.50	16.0%	$31,677.20	10.0%	$19,798.25	17.0%	$33,657.03	28.5%	$56,425.01	28.5%	$56,425.01
4.	EXPORT AND STOCKPILE MATERIAL	20,000	CY	$2.00	$40,000.00	16.0%	$6,400.00	10.0%	$4,000.00	17.0%	$6,800.00	28.5%	$11,400.00	28.5%	$11,400.00
5.	MOISTURE CONDITIONING (5' DEPTH)	10,575	SY	$14.85	$157,011.00	16.0%	$25,121.76	10.0%	$15,701.10	17.0%	$26,691.87	28.5%	$44,748.14	28.5%	$44,748.14
6.	POLYETHYLENE SHEETING FOR MOISTURE CONDITIONING	1,881	SY	$2.25	$4,232.25	16.0%	$677.16	10.0%	$423.23	17.0%	$719.48	28.5%	$1,206.19	28.5%	$1,206.19
	Total D.1 Earthwork Improvements - Roseland Pkwy & MI				**$410,395.75**		**$65,663.32**		**$41,039.58**		**$69,767.28**		**$116,962.79**		**$116,962.79**

D.2 Earthwork Improvements - Choate Pkwy

Item No.	Description	QTY			Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	37	STA	$5,450.00	$202,740.00	16.0%	$32,438.40	10.0%	$20,274.00	17.0%	$34,465.80	28.5%	$57,780.90	28.5%	$57,780.90
2.	EARTHWORK	18,000	CY	$8.00	$144,000.00	16.0%	$23,040.00	10.0%	$14,400.00	17.0%	$24,480.00	28.5%	$41,040.00	28.5%	$41,040.00
3.	SILT FENCING	8,000	LF	$1.75	$14,000.00	16.0%	$2,240.00	10.0%	$1,400.00	17.0%	$2,380.00	28.5%	$3,990.00	28.5%	$3,990.00
4.	INLET PROTECTION	8	EA	$145.00	$1,160.00	16.0%	$185.60	10.0%	$116.00	17.0%	$197.20	28.5%	$330.60	28.5%	$330.60
5.	SW3P	0.400	EST	$75,000.00	$30,000.00	16.0%	$4,800.00	10.0%	$3,000.00	17.0%	$5,100.00	28.5%	$8,550.00	28.5%	$8,550.00
	Total D.2 Earthwork Improvements - Choate Pkwy				**$391,900.00**		**$62,704.00**		**$39,190.00**		**$66,623.00**		**$111,691.50**		**$111,691.50**

E.1 Paving Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	10" REINFORCED CONCRETE STREET PVMT.	15,839	SY	$71.72	$1,136,042.00	16.0%	$181,766.72	10.0%	$113,604.20	17.0%	$193,127.14	28.5%	$323,771.97	28.5%	$323,771.97
2.	9" REINFORCED CONCRETE STREET PVMT.	2,203	SY	$95.00	$209,285.00	16.0%	$33,485.60	10.0%	$20,928.50	17.0%	$35,578.45	28.5%	$59,646.23	28.5%	$59,646.23
3.	4" DENSE GRADED HOT MIX ASPHALT TYPE B	2,379	SY	$41.00	$97,539.00	16.0%	$15,606.24	10.0%	$9,753.90	17.0%	$16,581.63	28.5%	$27,798.62	28.5%	$27,798.62
4.	UNREINFORCED CONCRETE PAVEMENT TRANSITION	423	SY	$35.00	$14,805.00	16.0%	$2,368.80	10.0%	$1,480.50	17.0%	$2,516.85	28.5%	$4,219.43	28.5%	$4,219.43
5.	8" FLEXBASE WITH PRIME COAT (0.2GAL/SY)	2,379	SY	$30.00	$71,370.00	16.0%	$11,419.20	10.0%	$7,137.00	17.0%	$12,132.90	28.5%	$20,340.45	28.5%	$20,340.45
6.	8" LIME STABILIZED SUBGRADE	19,031	SY	$7.56	$143,888.00	16.0%	$23,022.08	10.0%	$14,388.80	17.0%	$24,460.96	28.5%	$41,008.08	28.5%	$41,008.08
7.	LIME MATERIAL (48LB/SY MIN, 8%)	461	TON	$125.08	$57,660.00	16.0%	$9,225.60	10.0%	$5,766.00	17.0%	$9,802.20	28.5%	$16,433.10	28.5%	$16,433.10
8.	BARRIER FREE RAMPS (10' WIDE)	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
9.	CONNECT TO EXISTING CONCRETE PAVING	2,078	LF	$18.25	$37,920.00	16.0%	$6,067.20	10.0%	$3,792.00	17.0%	$6,446.40	28.5%	$10,807.20	28.5%	$10,807.20
10.	STREET HEADER	110	LF	$65.00	$7,150.00	16.0%	$1,144.00	10.0%	$715.00	17.0%	$1,215.50	28.5%	$2,037.75	28.5%	$2,037.75
11.	PREFABRICATED BIKE LANE PAVEMENT MARKING	8	EA	$450.00	$3,600.00	16.0%	$576.00	10.0%	$360.00	17.0%	$612.00	28.5%	$1,026.00	28.5%	$1,026.00
12.	TYPE III BARRICADE	3	EA	$650.00	$1,950.00	16.0%	$312.00	10.0%	$195.00	17.0%	$331.50	28.5%	$555.75	28.5%	$555.75
13.	TRAFFIC HANDLING	1	LS	$10,000.00	$10,000.00	16.0%	$1,600.00	10.0%	$1,000.00	17.0%	$1,700.00	28.5%	$2,850.00	28.5%	$2,850.00
14.	REMOVE EX. CONCRETE PAVEMENT AND DISPOSE	854	SY	$15.00	$12,810.00	16.0%	$2,049.60	10.0%	$1,281.00	17.0%	$2,177.70	28.5%	$3,650.85	28.5%	$3,650.85
15.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	2,255	LF	$37.56	$84,700.00	16.0%	$13,552.00	10.0%	$8,470.00	17.0%	$14,399.00	28.5%	$24,139.50	28.5%	$24,139.50
	Total E.1 Paving Improvements - Roseland Pkwy & MI				**$1,890,419.00**		**$302,467.04**		**$189,041.90**		**$321,371.23**		**$538,769.42**		**$538,769.42**

E.2 Paving Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	10" REINFORCED CONCRETE PAVING	12,876	SY	$85.00	$1,094,460.00	16.0%	$175,113.60	10.0%	$109,446.00	17.0%	$186,058.20	28.5%	$311,921.10	28.5%	$311,921.10
2.	TEMPORARY UNREINFORCED CONCRETE PAVEMENT	1,260	SY	$35.00	$44,100.00	16.0%	$7,056.00	10.0%	$4,410.00	17.0%	$7,497.00	28.5%	$12,568.50	28.5%	$12,568.50
3.	8" LIME TREATED SUBGRADE (INC. LIME)	14,528	SY	$10.00	$145,280.00	16.0%	$23,244.80	10.0%	$14,528.00	17.0%	$24,697.60	28.5%	$41,404.80	28.5%	$41,404.80
4.	MOISTURE CONDITIONING (6' DEPTH)	14,528	SY	$4.50	$65,376.00	16.0%	$10,460.16	10.0%	$6,537.60	17.0%	$11,113.92	28.5%	$18,632.16	28.5%	$18,632.16
5.	REMOVE EXISTING ASPHALT PAVEMENT	8,507	SY	$25.00	$212,666.67	16.0%	$34,026.67	10.0%	$21,266.67	17.0%	$36,153.33	28.5%	$60,610.00	28.5%	$60,610.00
6.	REVEGETATION	7,120	SY	$3.50	$24,920.00	16.0%	$3,987.20	10.0%	$2,492.00	17.0%	$4,236.40	28.5%	$7,102.20	28.5%	$7,102.20
7.	TEMPORARY TRAFFIC CONTROL	0.4	LS	$112,500.00	$45,000.00	16.0%	$7,200.00	10.0%	$4,500.00	17.0%	$7,650.00	28.5%	$12,825.00	28.5%	$12,825.00
Total E.2 Paving Improvements - Choate Pkwy					**$1,631,802.67**		**$261,088.43**		**$163,180.27**		**$277,406.45**		**$465,063.76**		**$465,063.76**

F.1 Signage & Striping Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	DEMO YELLOW DASHED LINE	2,600	LF	$1.00	$2,600.00	16.0%	$416.00	10.0%	$260.00	17.0%	$442.00	28.5%	$741.00	28.5%	$741.00
2.	DEMO DOUBLE YELLOW LINE	1,025	LF	$2.00	$2,050.00	16.0%	$328.00	10.0%	$205.00	17.0%	$348.50	28.5%	$584.25	28.5%	$584.25
3.	DEMO WHITE EDGE LINE	1,500	LF	$1.00	$1,500.00	16.0%	$240.00	10.0%	$150.00	17.0%	$255.00	28.5%	$427.50	28.5%	$427.50
4.	4" BROKEN WHITE LANE LINE	5,200	LF	$1.50	$7,800.00	16.0%	$1,248.00	10.0%	$780.00	17.0%	$1,326.00	28.5%	$2,223.00	28.5%	$2,223.00
5.	4" WHITE EDGE LINE	12,839	LF	$2.57	$32,934.00	16.0%	$5,269.44	10.0%	$3,293.40	17.0%	$5,598.78	28.5%	$9,386.19	28.5%	$9,386.19
6.	4" DOUBLE YELLOW LINE PVMT MARKINGS	2,147	LF	$4.64	$9,957.00	16.0%	$1,593.12	10.0%	$995.70	17.0%	$1,692.69	28.5%	$2,837.75	28.5%	$2,837.75
7.	WHITE ARROW	10	EA	$165.00	$1,650.00	16.0%	$264.00	10.0%	$165.00	17.0%	$280.50	28.5%	$470.25	28.5%	$470.25
8.	WHITE TURN ARROW & "ONLY" STRIPING	9	EA	$340.00	$3,060.00	16.0%	$489.60	10.0%	$306.00	17.0%	$520.20	28.5%	$872.10	28.5%	$872.10
9.	8" WHITE TURN BAY LINE W/ RAISED PAVEMENT MARKERS	1,590	LF	$3.70	$5,883.00	16.0%	$941.28	10.0%	$588.30	17.0%	$1,000.11	28.5%	$1,676.66	28.5%	$1,676.66
10.	STOP SIGN W/ 2 STREET NAME	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
11.	TRAFFIC SIGNS	9	EA	$650.00	$5,850.00	16.0%	$936.00	10.0%	$585.00	17.0%	$994.50	28.5%	$1,667.25	28.5%	$1,667.25
12.	TRAFFIC CONTROL	2	LS	$6,250.00	$12,500.00	16.0%	$2,000.00	10.0%	$1,250.00	17.0%	$2,125.00	28.5%	$3,562.50	28.5%	$3,562.50
Total F.1 Signage & Striping Improvements - Roseland Pkwy & MI					**$87,484.00**		**$13,997.44**		**$8,748.40**		**$14,872.28**		**$24,932.94**		**$24,932.94**

F.2 Signage & Striping Improvements - Choate Pkwy

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	PAVEMENT MARKINGS	4,092	LF	$1.50	$6,138.00	16.0%	$982.08	10.0%	$613.80	17.0%	$1,043.46	28.5%	$1,749.33	28.5%	$1,749.33
2.	ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	10.8	EA	$200.00	$2,160.00	16.0%	$345.60	10.0%	$216.00	17.0%	$367.20	28.5%	$615.60	28.5%	$615.60
Total F.2 Signage & Striping Improvements - Choate Pkwy					**$8,298.00**		**$1,327.68**		**$829.80**		**$1,410.66**		**$2,364.93**		**$2,364.93**

G. Miscellaneous - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	2-YR MAINTENANCE BOND	1	LS	$177,331.56	$177,331.56	16.0%	$28,373.05	10.0%	$17,733.16	17.0%	$30,146.37	28.5%	$50,539.49	28.5%	$50,539.49
2.	2-YR PAVING MAINTENANCE BOND	1	LS	$7,480.00	$7,480.00	16.0%	$1,196.80	10.0%	$748.00	17.0%	$1,271.60	28.5%	$2,131.80	28.5%	$2,131.80
3.	MEDIAN LANDSCAPING	1	LS	$250,000.00	$250,000.00	16.0%	$40,000.00	10.0%	$25,000.00	17.0%	$42,500.00	28.5%	$71,250.00	28.5%	$71,250.00
Total G. Miscellaneous - Roseland Pkwy & MI					**$434,811.56**		**$69,569.85**		**$43,481.16**		**$73,917.97**		**$123,921.29**		**$123,921.29**

G.2 Miscellaneous - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	PROJECT SIGN	0.8	EA	$2,000.00	$1,600.00	16.0%	$256.00	10.0%	$160.00	17.0%	$272.00	28.5%	$456.00	28.5%	$456.00
2.	CONSTRUCTION SURVEYING	0.4	EST	$90,000.00	$36,000.00	16.0%	$5,760.00	10.0%	$3,600.00	17.0%	$6,120.00	28.5%	$10,260.00	28.5%	$10,260.00
Total G.2 Miscellaneous - Choate Pkwy					**$37,600.00**		**$6,016.00**		**$3,760.00**		**$6,392.00**		**$10,716.00**		**$10,716.00**

SUMMARY - MAJOR PUBLIC IMPROVEMENTS		SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
A. Water Improvements - Roseland Pkwy & MI	$958,692.00	16.0%	$153,390.72	10.0%	$95,869.20	17.0%	$162,977.64	28.5%	$273,227.22	28.5%	$273,227.22
B. Wastewater Improvements - Roseland Pkwy & MI	$886,074.00	16.0%	$141,771.84	10.0%	$88,607.40	17.0%	$150,632.58	28.5%	$252,531.09	28.5%	$252,531.09
C.1 Storm Drain Improvements - Roseland Pkwy & MI	$882,955.00	16.0%	$141,272.80	10.0%	$88,295.50	17.0%	$150,102.35	28.5%	$251,642.18	28.5%	$251,642.18
C.2 Storm Drain Improvements - Choate Pkwy	$1,015,960.00	16.0%	$162,553.60	10.0%	$101,596.00	17.0%	$172,713.20	28.5%	$289,548.60	28.5%	$289,548.60
D.1 Earthwork Improvements - Roseland Pkwy & MI	$410,395.75	16.0%	$65,663.32	10.0%	$41,039.58	17.0%	$69,767.28	28.5%	$116,962.79	28.5%	$116,962.79
D.2 Earthwork Improvements - Choate Pkwy	$391,900.00	16.0%	$62,704.00	10.0%	$39,190.00	17.0%	$66,623.00	28.5%	$111,691.50	28.5%	$111,691.50
E.1 Paving Improvements - Roseland Pkwy & MI	$1,890,419.00	16.0%	$302,467.04	10.0%	$189,041.90	17.0%	$321,371.23	28.5%	$538,769.42	28.5%	$538,769.42
E.2 Paving Improvements - Choate Pkwy	$1,631,802.67	16.0%	$261,088.43	10.0%	$163,180.27	17.0%	$277,406.45	28.5%	$465,063.76	28.5%	$465,063.76
F.1 Signage & Striping Improvements - Roseland Pkwy & MI	$87,484.00	16.0%	$13,997.44	10.0%	$8,748.40	17.0%	$14,872.28	28.5%	$24,932.94	28.5%	$24,932.94
F.2 Signage & Striping Improvements - Choate Pkwy	$8,298.00	16.0%	$1,327.68	10.0%	$829.80	17.0%	$1,410.66	28.5%	$2,364.93	28.5%	$2,364.93
G. Miscellaneous - Roseland Pkwy & MI	$434,811.56	16.0%	$69,569.85	10.0%	$43,481.16	17.0%	$73,917.97	28.5%	$123,921.29	28.5%	$123,921.29
G.2 Miscellaneous - Choate Pkwy	$37,600.00	16.0%	$6,016.00	10.0%	$3,760.00	17.0%	$6,392.00	28.5%	$10,716.00	28.5%	$10,716.00
SUBTOTAL	$8,636,391.98	16.0%	$1,381,822.72	10.0%	$863,639.20	17.0%	$1,468,186.64	28.5%	$2,461,371.71	28.5%	$2,461,371.71
Survey, Platting, Eng., Permitting & Staking (10.0%)	$863,639.20	16.0%	$138,182.27	10.0%	$86,363.92	17.0%	$146,818.66	28.5%	$246,137.17	28.5%	$246,137.17
Construction Management (4%)	$345,455.68	16.0%	$55,272.91	10.0%	$34,545.57	17.0%	$58,727.47	28.5%	$98,454.87	28.5%	$98,454.87
City Fees (3.5%)	$302,273.72	16.0%	$48,363.80	10.0%	$30,227.37	17.0%	$51,386.53	28.5%	$86,148.01	28.5%	$86,148.01
Contingency (10%)	$863,639.20	16.0%	$138,182.27	10.0%	$86,363.92	17.0%	$146,818.66	28.5%	$246,137.17	28.5%	$246,137.17
TOTAL MAJOR PUBLIC IMPROVEMENT COST	**$11,011,399.77**		**$1,761,823.96**		**$1,101,139.98**		**$1,871,937.96**		**$3,138,248.94**		**$3,138,248.94**

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
August 6, 2025

Single Family - Ph1

Water Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	8,800	0	LF	$80.00	$704,000.00	$0.00
2.	8" GATE VALVE & BOX	34	0	EA	$2,500.00	$85,000.00	$0.00
3.	1" SINGLE WATER SERVICE	182	0	EA	$1,250.00	$227,500.00	$0.00
4.	2" DOMESTIC WATER SERVICE	1	0	EA	$1,500.00	$1,500.00	$0.00
5.	1" IRRIGATION SERVICE	8	0	EA	$1,250.00	$10,000.00	$0.00
6.	12"X8" TAPPING SLEEVE & VALVE	2	0	EA	$3,000.00	$6,000.00	$0.00
7.	2000 PSI STEEL ENCASEMENT	120	0	LF	$225.00	$27,000.00	$0.00
8.	FIRE HYDRANT ASSEMBLY	19	0	EA	$7,800.00	$148,200.00	$0.00
9.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
10.	TESTING & DISINFECTION	8,800	0	LF	$2.00	$17,600.00	$0.00
11.	TRENCH SAFETY	8,800	0	LF	$1.00	$8,800.00	$0.00
					Total Water Improvements	**$1,251,200.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	4,600	0	LF	$40.00	$184,000.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	1,430	0	LF	$45.00	$64,350.00	$0.00
3.	CONCRETE ENCASEMENT	200	0	LF	$225.00	$45,000.00	$0.00
4.	4' DIA. WW MANHOLE	14	0	EA	$5,500.00	$77,000.00	$0.00
5.	5' DIA. MANHOLE	10	0	EA	$6,000.00	$60,000.00	$0.00
6.	5' DIA. DROP MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
7.	ADDITIONAL 5' DIA MH DEPTH (> 10')	42	0	VF	$450.00	$18,900.00	$0.00
8.	4" SERVICE LINES	183	0	EA	$1,250.00	$228,750.00	$0.00
9.	MANHOLE VACUUM TESTING	25	0	EA	$250.00	$6,250.00	$0.00
10.	TESTING & TV INSPECTION	6,030	0	LF	$2.00	$12,060.00	$0.00
11.	TRENCH SAFETY	6,030	0	LF	$1.00	$6,030.00	$0.00
					Total Wastewater Improvements	**$708,840.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	18" R.C.P. (INC. FITTINGS)	2,180	0	LF	$85.00	$185,300.00	$0.00
2.	24" R.C.P. (INC. FITTINGS)	2,120	0	LF	$125.00	$265,000.00	$0.00
3.	30" R.C.P. (INC. FITTINGS)	340	0	LF	$156.00	$53,040.00	$0.00
4.	36" R.C.P. (INC. FITTINGS)	1,340	0	LF	$185.00	$247,900.00	$0.00
5.	42" R.C.P. (INC. FITTINGS)	154	0	LF	$224.00	$34,496.00	$0.00
6.	10' CURB INLET	32	0	EA	$4,500.00	$144,000.00	$0.00
7.	10' CURB INLET W/ DEBRIS SEPARATOR	1	0	EA	$5,000.00	$5,000.00	$0.00
8.	4' STORM DRAIN MANHOLE	8	0	EA	$5,500.00	$44,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	3	0	EA	$5,000.00	$15,000.00	$0.00
10.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
11.	24" SLOPED HEADWALL	1	0	EA	$3,750.00	$3,750.00	$0.00
12.	30" SLOPED HEADWALL	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	36" SLOPED HEADWALL	2	0	EA	$4,500.00	$9,000.00	$0.00
14.	42" HEADWALL W/ PARALLEL WINGWALLS (CH-PW-O)	1	0	EA	$5,000.00	$5,000.00	$0.00
15.	FLEX-A-MAT AT OUTFALL	320	0	SY	$155.00	$49,600.00	$0.00

16.	TESTING & TV INSPECTION	6,134	0	LF	$2.00	$12,268.00	$0.00
17.	TRENCH SAFETY	6,134	0	LF	$1.00	$6,134.00	$0.00
					Total Storm Drain Improvements	**$1,090,688.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY		RK Construction		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	Remove and dispose of existing fencing, complete in place	2,478.0	0	LF	$2.50	$6,195.00	$0.00
2.	Remove and dispose of existing concrete storm shelter by previous residence	1	0	LS	$10,000.00	$10,000.00	$0.00
3.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	47.4	10.9	ACRE	$1,000.00	$47,400.00	$10,900.00
4.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (77,600 CY CUT | 64,400 CY FILL)	63,092	14,508	CY	$3.00	$189,274.79	$43,525.21
5.	Lot benching to be completed with mass excavation, complete in place	0	183	LOT	$500.00	$0.00	$91,500.00
6.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	33,946	0	SY	$5.00	$169,730.00	$0.00
7.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	183	LOT	$1,500.00	$0.00	$274,500.00
8.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	183	LOT	$600.00	$0.00	$109,800.00
9.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	183	LOT	$200.00	$0.00	$36,600.00
10.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	8	AC	$200.00	$0.00	$1,600.00
					Total Earthwork Improvements	**$422,599.79**	**$568,425.21**

Paving Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	7" 4,500 PSI REINFORCED CONCRETE PVMT.	30,650	0	SY	$56.00	$1,716,400.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	34,700	0	SY	$10.00	$347,000.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	833	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	14,000	0	SF	$4.00	$56,000.00	$0.00
5.	BARRIER FREE RAMPS	37	0	EA	$1,050.00	$38,850.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	160	0	LF	$210.00	$33,600.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	110	0	LF	$65.00	$7,150.00	$0.00
8.	STREET HEADER	58	0	LF	$65.00	$3,770.00	$0.00
9.	TYPE III BARRICADE	2	0	EA	$650.00	$1,300.00	$0.00
10.	TRAFFIC HANDLING	1	0	LS	$5,000.00	$5,000.00	$0.00
11.	SAWCUT, REMOVE & DISPOSE OF EXISTING ASPHALT PAVEMENT	130	0	LF	$225.00	$29,250.00	$0.00
					Total Paving Improvements	**$2,238,320.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private

1.	STOP SIGN W/ 2 STREET NAME	17	0	EA	$850.00	$14,450.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	5	0	EA	$650.00	$3,250.00	$0.00
					Total Signage & Striping Improvements	**$18,350.00**	**$0.00**

Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$69,000.00	$69,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$45,000.00	$45,000.00	$0.00
					Total Miscellaneous	**$114,000.00**	**$0.00**

	Public	Private
Subtotal	$5,843,997.79	$568,425.21
Survey, Platting, Eng., Permitting & Staking (10.0%)	$584,399.78	$56,842.52
Construction Management (4%)	$233,759.91	$22,737.01
City Fees (3.5%)	$204,539.92	$19,894.88
Contingency (10%)	$584,399.78	$56,842.52

Total Single Family Improvement Costs	**$7,451,097.18**	**$724,742.15**

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
August 6, 2025

Townhomes

Water Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	4,540	0	114	$80.00	$363,200.00	$0.00
2.	8" GATE VALVE & BOX	31	0	EA	$2,500.00	$77,500.00	$0.00
3.	1" SINGLE WATER SERVICE	114	0	EA	$1,250.00	$142,500.00	$0.00
4.	1" IRRIGATION SERVICE	6	0	EA	$1,250.00	$7,500.00	$0.00
5.	FIRE HYDRANT ASSEMBLY	10	0	EA	$7,800.00	$78,000.00	$0.00
6.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
7.	TESTING & DISINFECTION	4,540	0	LF	$2.00	$9,080.00	$0.00
8.	TRENCH SAFETY	4,540	0	LF	$1.00	$4,540.00	$0.00
					Total Water Improvements	**$697,920.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	2,265	0	LF	$40.00	$90,600.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	215	0	LF	$55.00	$11,825.00	$0.00
3.	4' DIA. WW MANHOLE (0'-10' DEEP)	11	0	EA	$5,500.00	$60,500.00	$0.00
4.	5' DIA. WW MANHOLE (>10' DEEP)	3	0	EA	$7,500.00	$22,500.00	$0.00
5.	4" SERVICE LINES	114	0	EA	$1,250.00	$142,500.00	$0.00
6.	CONCRETE ENCASEMENT	160	0	LF	$225.00	$36,000.00	$0.00
7.	MANHOLE VACUUM TESTING	14	0	EA	$250.00	$3,500.00	$0.00
8.	TESTING & TV INSPECTION	2,480	0	LF	$2.00	$4,960.00	$0.00
9.	TRENCH SAFETY	2,480	0	LF	$1.00	$2,480.00	$0.00
					Total Wastewater Improvements	**$374,865.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	18" R.C.P. (INC. FITTINGS AND PLUGS)	925	0	LF	$85.00	$78,625.00	$0.00
2.	24" R.C.P. (INC. FITTINGS AND PLUGS)	1,465	0	LF	$125.00	$183,125.00	$0.00
3.	36" R.C.P. (INC. FITTINGS)	500	0	LF	$185.00	$92,500.00	$0.00
4.	48" R.C.P. (INC. FITTINGS)	385	0	LF	$263.00	$101,255.00	$0.00
5.	60" R.C.P. (INC. FITTINGS)	40	0	LF	$303.00	$12,120.00	$0.00
6.	4' STORM DRAIN MANHOLE	1	0	EA	$5,500.00	$5,500.00	$0.00
7.	5' STORM DRAIN MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
8.	6' STORM DRAIN MANHOLE	1	0	EA	$7,000.00	$7,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
10.	10' CURB INLET	10	0	EA	$5,500.00	$55,000.00	$0.00
11.	10' CURB INLET W/ DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
12.	2-GRATE TYPE G INLET W/ 2' MOW STRIP	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	2-GRATE TYPE G INLET W/ 2' MOW STRIP & SMALL DEBRIS SEPARATOR	3	0	EA	$6,500.00	$19,500.00	$0.00
14.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
15.	24" SLOPED HEADWALL	3	0	EA	$4,500.00	$13,500.00	$0.00
16.	60" HEADWALL W/ FLARED WINGWALLS	1	0	EA	$7,500.00	$7,500.00	$0.00
17.	3'X3' AREA INLET	1	0	EA	$4,500.00	$4,500.00	$0.00
18.	FLEX-A-MAT AT OUTFALL	105	0	SY	$225.00	$23,625.00	$0.00
19.	TESTING & TV INSPECTION	3,315	0	LF	$2.00	$6,630.00	$0.00
20.	TRENCH SAFETY	3,315	0	LF	$1.00	$3,315.00	$0.00

Total Storm Drain Improvements	**$661,395.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY		Unit	RK Unit Cost	Public Cost	Private Cost
		Public	Private				
1.	Remove and dispose of existing fencing, complete in place	1,957.5	0	LF	$2.50	$4,893.75	$0.00
2.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	9.5	4.1	ACRE	$1,000.00	$9,500.00	$4,100.00
3.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (16,600 CY CUT | 19,400 CY FILL)	11,596	5,004	CY	$3.00	$34,786.76	$15,013.24
4.	Lot benching to be completed with mass excavation, complete in place	0	114	LOT	$500.00	$0.00	$57,000.00
5.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	15,580	0	SY	$5.00	$77,900.00	$0.00
6.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	114	LOT	$1,500.00	$0.00	$171,000.00
7.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	114	LOT	$600.00	$0.00	$68,400.00
8.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	114	LOT	$200.00	$0.00	$22,800.00
9.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	2	AC	$200.00	$0.00	$380.00
					Total Earthwork Improvements	**$127,080.51**	**$338,693.24**

Paving Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	10" 4,500 PSI REINFORCED CONCRETE PVMT.	14,670	0	SY	$56.00	$821,520.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	16,710	0	SY	$10.00	$167,100.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	401	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	9,300	0	SF	$4.00	$37,200.00	$0.00
5.	BARRIER FREE RAMPS	24	0	EA	$850.00	$20,400.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	58	0	LF	$210.00	$12,180.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	185	0	LF	$65.00	$12,025.00	$0.00
8.	TRAFFIC HANDLING	1	0	LS	$6,000.00	$6,000.00	$0.00
9.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	185	0	LF	$225.00	$41,625.00	$0.00
					Total Paving Improvements	**$1,118,050.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	STOP SIGN W/ 2 STREET NAME	4	0	EA	$850.00	$3,400.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	11	0	EA	$650.00	$7,150.00	$0.00
					Total Signage & Striping Improvements	**$11,200.00**	**$0.00**

Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$40,000.00	$40,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$26,000.00	$26,000.00	$0.00
					Total Miscellaneous	**$66,000.00**	**$0.00**

	Public	Private
Subtotal	$3,056,510.51	$338,693.24
Survey, Platting, Eng., Permitting & Staking (10.0%)	$305,651.05	$33,869.32
Construction Management (4%)	$122,260.42	$13,547.73
City Fees (3.5%)	$106,977.87	$11,854.26
Contingency (10%)	$305,651.05	$33,869.32

Total Townhomes Improvement Costs	**$3,897,050.91**	**$431,833.88**

APPENDIX B
2025-26 ANNUAL SERVICE PLAN UPDATE

ORDINANCE NO. 2025-60

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 15, 2022, the City Council of the City of Celina, Texas (the "City") approved Resolution No. 2022-14R establishing the Ten Mile Creek Public Improvement District (the "PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, the City has heretofore levied assessments against property within Improvement Area #1 the PID, pursuant to Ordinance No. 2023-23 which ordinance also approved the Ten Mile Creek Public Improvement District Service and Assessment Plan and Assessment Roll related to Improvement Area #1, dated as of March 14, 2023 (the "Service and Assessment Plan and Improvement Area #1 Assessment Roll"); and

WHEREAS, the City has also heretofore levied assessments against property within the Major Improvement Area of the PID, pursuant to Ordinance No. 2023-22 which ordinance also approved the Ten Mile Creek Public Improvement District Service and Assessment Plan and Assessment Roll related to the Major Improvement Area, dated as of March 14, 2023 (the "Service and Assessment Plan and Major Improvement Area Assessment Roll") [and, together with the Service and Assessment Plan and Improvement Area #1 Assessment Roll, the "Service and Assessment Plan and Assessment Rolls"] ; and

WHEREAS, the Service and Assessment Plan and Assessment Rolls are required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act (the "Annual Service Plan Update"); and

WHEREAS, the Annual Service Plan Update, attached hereto as Exhibit A, including the Improvement Area #1 and the Major Improvement Area Assessment Rolls attached thereto, update the Service and Assessment Plan and Assessment Rolls to reflect prepayments, property divisions and changes to the budget allocation for the PID that occur during the year, if any; and

WHEREAS, the City Council desires and finds it to be in the public interest to adopt this Ordinance approving and adopting the Annual Service Plan Update and the updated Assessment Roll attached thereto, in compliance with the PID Act.

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

SECTION 1. All matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The Ten Mile Creek Public Improvement District Annual Service Plan Update, attached hereto as Exhibit A and incorporated herein by reference, inclusive of the updated Assessment Rolls contained therein and made a part thereof, are hereby accepted and approved.

SECTION 3. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 5. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of August 2025.

CITY OF CELINA

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

THE CITY OF CELINA TEXAS

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE
2025-26

AS APPROVED BY CITY COUNCIL ON:
AUGUST 12, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2025-26

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 3

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 3
B. FIVE YEAR SERVICE PLAN 6
C. STATUS OF DEVELOPMENT 6
D. ANNUAL BUDGET – IMPROVEMENT AREA #1 7
E. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #1 10
F. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA 11
G. ANNUAL INSTALLMENTS PER UNIT –MAJOR IMPROVEMENT AREA 13
H. BOND REDEMPTION RELATED UPDATES 14

III. UPDATE OF THE ASSESSMENT PLAN 16

IV. UPDATE OF THE ASSESSMENT ROLL 17

A. PARCEL UPDATES 17
B. PREPAYMENT OF ASSESSMENTS 18

APPENDIX A - MAP OF TEN MILE CREEK PID

APPENDIX B - IMPROVEMENT AREA #1 ASSESSMENT ROLL SUMMARY - 2025-26

APPENDIX C - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY - 2025-26

APPENDIX D – PID ASSESSMENT NOTICE

I. INTRODUCTION

The Ten Mile Creek Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on March 15, 2022 to finance certain public improvement projects for the benefit of the property in the PID.

On March 14, 2023, the City approved issuance of the City of Celina, Texas Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Improvement Area #1 Bonds") in the aggregate principal amount of $12,010,000, and reimbursement obligations for the Improvement Area #1 Reimbursement Agreement (the "Improvement Area #1 Reimbursement Agreement") in the aggregate principal amount of $2,940,000 to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. Both the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement are secured by the Improvement Area #1 Assessments (the "Improvement Area #1 Assessments").

Additionally, on March 14, 2023, the City approved issuance of the City of Celina, Texas Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Major Improvement Bonds") in the aggregate principal amount of $7,021,000, to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. the Major Improvement Bonds are secured by the Major Improvement Area Assessments (the "Major Improvement Area Assessments").

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2025-26 (the "Annual Service Plan Update").

The City also adopted Assessment Rolls identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2025-26.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix D and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or

a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID Act, is entitled to terminate the contract. The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Improvement Area #1 Improvements Sources and Uses

The current total estimated costs of the Improvement Area #1 Improvements (including the proportional share of the Major Improvement costs) are equal to $14,897,091 which remain the same as the budget estimates included in the Service and Assessment Plan. According to Requisition #9 approved by the City on January 28, 2025, the actual costs of the Improvement Area #1 Improvements spent to date are $11,006,065. According to the Developer, there have been line item amount revisions for the Authorized Improvements as shown in Table II-A-1 on the following page.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to (1) construct the Improvement Area #1 Improvements, including the proportional share of the Major Improvement costs, (2) establish the PID, and (3) issue Improvement Area #1 Bonds.

(the remainder of this page is intentionally left blank)

Table II-A-1
Improvement Area #1 Sources and Uses of Funds

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions[2]	Updated Budget[2]	Spent to Date[2]	Remaining to Draw
Par amount (Phase #1 Bonds)	$12,010,000	$0	$12,010,000	$10,904,135	$1,105,865
Assessment amount (Phase #1 Reimbursement Agreement)	$2,940,000	$0	$2,940,000	$2,940,000	$0
Other funding sources	$2,785,161	$0	$2,785,161	$0	$2,785,161
Accrued Interest	$0	$132,642	$132,642	$0	$132,642
Total Sources	**$17,735,161**	**$132,642**	**$17,867,803**	**$13,844,135**	**$4,023,668**
Uses of Funds					
Improvement Area #1 Improvements:					
Road Improvements	$3,935,600	$653,130	$4,588,730	$3,888,765	$699,966
Water Improvements	$1,949,120	$18,843	$1,967,963	$1,765,126	$202,837
Sanitary Sewer Improvements	$1,083,705	$358,806	$1,442,511	$1,267,694	$174,817
Storm Drainage Improvements	$1,752,083	$955,403	$2,707,486	$2,308,772	$398,714
Other Soft and Miscellaneous Costs	$2,627,640	($1,853,541)	$774,099	$318,550	$455,549
Subtotal: Improvement Area #1 Improvements	*$11,348,148*	*$132,642*	*$11,480,790*	*$9,548,907*	*$1,931,883*
Major Improvements:					
Road Improvements	$1,228,664	$0	$1,228,664	$401,621	$827,043
Water Improvements	$391,794	$0	$391,794	$287,661	$104,133
Sanitary Sewer Improvements	$362,117	$0	$362,117	$296,744	$65,373
Storm Drainage Improvements	$747,779	$0	$747,779	$366,666	$381,113
Other Soft and Miscellaneous Costs	$818,588	$0	$818,588	$104,466	$714,122
Subtotal: Major Improvements	*$3,548,943*	*$0*	*$3,548,943*	*$1,457,158*	*$2,091,785*
Bond Issuance Costs:					
Cost of issuance	$612,330	$0	$612,330	$612,330	$0
Capitalized interest	$935,600	$0	$935,600	$935,600	$0
Reserve fund	$879,840	$0	$879,840	$879,840	$0
Administrative Expense	$50,000	$0	$50,000	$50,000	$0
Underwriter's discount	$360,300	$0	$360,300	$360,300	$0
Subtotal: Bond Issuance Costs	*$2,838,070*	*$0*	*$2,838,070*	*$2,838,070*	*$0*
Total Uses	**$17,735,161**	**$132,642**	**$17,867,803**	**$13,844,135**	**$4,023,668**

1 – According to the Service and Assessment Plan approved on March 14, 2023.
2 – According to Requisition #9 approved by the City on January 28, 2025.

Major Improvement Area Projects Sources and Uses

The current total estimated costs of the Major Improvement Area Projects are equal to $5,135,063, which remain the same as the budget estimates included in the Service and Assessment Plan. According to Requisition #9 approved by the City on January 28, 2025, the actual costs of the Major Improvement Area Projects spent to date are $2,736,454. According to the Developer, there have not been line-item amount revisions for the Authorized Improvements as shown in Table II-A-2 below.

Table II-A-2 below summarizes the updated sources and uses of funds required to (1) construct the Major Improvement Area Projects, (2) establish the PID, and (3) issue Major Improvement Bonds.

Table II-A-2
Major Improvement Area Projects Sources and Uses of Funds

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions[2]	Updated Budget[2]	Spent to Date[2]	Remaining to be Funded
Par amount	$7,021,000	$0	$7,021,000	$4,622,391	$2,398,609
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$7,021,000**	**$0**	**$7,021,000**	**$4,622,391**	**$2,398,609**
Uses of Funds					
Major Improvements					
Road Improvements	$1,777,788	$0	$1,777,788	$664,716	$1,113,072
Water Improvements	$566,898	$0	$566,898	$510,208	$56,690
Sanitary Sewer Improvements	$523,957	$0	$523,957	$474,290	$49,667
Storm Drainage Improvements	$1,081,982	$0	$1,081,982	$536,085	$545,897
Other Soft and Miscellaneous Costs	$1,184,438	$0	$1,184,438	$551,154	$633,284
Subtotal: Major Improvements	*$5,135,063*	*$0*	*$5,135,063*	*$2,736,454*	*$2,398,609*
Bond Issuance Costs					
Cost of issuance	$404,468	$0	$404,468	$404,468	$0
Capitalized interest	$621,669	$0	$621,669	$621,669	$0
Reserve fund	$549,170	$0	$549,170	$549,170	$0
Administrative Expense	$100,000	$0	$100,000	$100,000	$0
Underwriter's discount	$210,630	$0	$210,630	$210,630	$0
Subtotal: Bond Issuance Costs	*$1,885,937*	*$0*	*$1,885,937*	*$1,885,937*	*$0*
Total Uses	**$7,021,000**	**$0**	**$7,021,000**	**$4,622,391**	**$2,398,609**

1 – According to the Service and Assessment Plan approved on March 14, 2023.
2 – According to Requisition #9 approved by the City on January 28, 2025.

B. Five Year Service Plan

A service plan must cover a period of five years. All the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table II-B-1 below.

Table II-B-1
Annual Projected Costs and Annual Projected Indebtedness
2023-2031

Assessment Year Ending 09/01[1]	Improvement Area #1 Projected Annual Installments	Major Improvement Area Projected Annual Installments
2023-25	$1,642,534	$618,998
2026	$1,155,013	$616,975
2027	$1,188,916	$635,377
2028	$1,189,034	$635,499
2029	$1,189,468	$636,283
2030	$1,189,166	$635,669
2031	$1,190,128	$635,718
Total	**$9,925,479**	**$5,033,517**

[1]Assessment years ending 2023 through 2026 reflect actual Annual Installments and are net of applicable reserve fund income, and capitalized interest. Assessment years 2027 through 2031 reflect projected Annual Installments and are subject to change.

C. Status of Development

According to the Updated Service and Assessment Plan dated March 13, 2023, there are 1,351 units expected to be built within the whole PID. As of June 1, 2025, Ten Mile Creek Phase I and Ten Mile Creek Townhomes Phase I have been platted according to the Collin Central Appraisal District (the "CCAD"). See Table II-C-1 below for the plat information.

Table II-C-1
Recorded Plats

Development Phase	Plat Filed[1]	Number of Residential Lots[1]
Ten Mile Creek Phase I	07/31/2024	182
Ten Mile Creek Townhomes Phase I	05/09/2024	114
Total		**296**

1 – According to CCAD online records as of June 2025.

According to the City, 85 building permits have been issued for the PID as of June 1, 2025, representing 28.72% percent of the total building permits expected to be issued within Improvement Area #1 of the PID.

See Table II-C-2 below for the status of completed homes within the Improvement Area #1 based on certificate of occupancy issuances.

Table II-C-2
Completed Homes - Improvement Area #1

Status	Cumulative as of September 30, 2024	Cumulative as of June 1, 2025
Homes completed[1]	0	21

1 – Homes completed are based on certificate of occupancy issuances as reported by the City as of June 1, 2025.

According to the City, there have been no building permits or certificates of occupancy issued within Major Improvement Area of the PID as of June 1, 2025.

See Table II-C-3 below for the status of completed homes within the Major Improvement Area based on certificate of occupancy issuances.

Table II-C-3
Completed Homes – Major Improvement Area

Status	Cumulative as of September 30, 2024	Cumulative as of June 1, 2025
Homes completed[1]	0	0

1 – Homes completed are based on certificate of occupancy issuances as reported by the City as of June 1, 2025.

D. ANNUAL BUDGET – IMPROVEMENT AREA #1

Improvement Area #1 - Annual Installments – 2025-26

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the issuance of the Improvement Area #1 Bonds and/or the execution of the Improvement Area #1 Reimbursement Agreement, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Improvement Area #1 Bonds commencing with the issuance of the Improvement Area #1 Bonds. The effective interest rate on the Improvement Area #1 Bonds is 5.57 percent and the interest rate

applicable to the Improvement Area #1 Reimbursement Agreement is 6.03 percent per annum for 2025-26. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Improvement Area #1 Bonds (5.57 percent) plus an additional interest of one-half of one percent and the effective interest rate on the Improvement Area #1 Reimbursement Agreement (6.03 percent) are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2025 and will be delinquent on February 1, 2026.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2025-26 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Improvement Area #1 Annual Installments to be Collected for 2025-26

The budget for Improvement Area #1 of the PID will be paid from the collection of Annual Installments collected for 2025-26 as shown by Table II-D-1 on the following page.

(the remainder of this page is intentionally left blank)

Table II-D-1
Budget for the Improvement Area #1 Annual Installments to be Collected for 2025-26

	Improvement Area #1 Bonds	Phase #1 Reimbursement Agreement	Total
Interest payment on March 1, 2026	$328,874	$78,562	$407,436
Interest payment on September 1, 2026	$328,874	$78,562	$407,436
Principal payment on September 1, 2026	$203,000	$45,000	$248,000
Subtotal debt service	*$860,748*	*$202,125*	*$1,062,872*
Administrative expenses	$53,060	$0	$53,060
Additional Interest Reserve	$59,080	$0	$59,080
Subtotal Expenses	*$972,888*	*$202,125*	*$1,175,013*
Available reserve fund income	($20,000)	$0	($20,000)
Available capitalized interest account	$0	$0	$0
Available administrative expense account	$0	$0	$0
Subtotal funds available	*($20,000)*	*$0*	*($20,000)*
Annual Installments	**$952,888**	**$202,125**	**$1,155,013**

Debt Service Payments

Annual Installments to be collected for principal and interest include the Improvement Area #1 Bonds' interest due on March 1, 2026, in the amount of $328,874 and on September 1, 2026 in the amount of $328,874, which equal interest on the outstanding Improvement Area #1 Bond Assessments balance of $11,816,000 for six months each and an effective interest rate of 5.57 percent. Annual Installments to be collected on the Improvement Area #1 Bonds include a principal amount of $203,000 due on September 1, 2026. As a result, total Annual Installments to be collected for the Improvement Area #1 Bonds' principal and interest in 2025-26 is equal to $860,748.

Additionally, Annual Installments to be collected for principal and interest include Improvement Area #1 Reimbursement Agreement interest due on March 1, 2026, in the amount of $78,562 and on September 1, 2026, in the amount of $78,562, which equal interest on the outstanding Improvement Area #1 Reimbursement Agreement Assessments balance of $2,605,720 at an effective interest rate of 6.03 percent. Improvement Area #1 Reimbursement Agreement Annual Installments to be collected include a principal amount of $45,000 due on September 1, 2026. As a result, the total Annual Installments to be collected for Improvement Area #1 Reimbursement Agreement principal and interest in 2025-26 is equal to $202,125.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-D-2 below, the total Improvement Area #1 Administrative Expenses to be collected for 2025-26 are estimated to be $53,060.

Table II-D-2
Improvement Area #1 Administrative Budget Breakdown

Description	2025-26 Estimated Budget (9/1/25-8/31/26)
City	$6,200
PID Administrator	$35,000
Trustee	$3,000
Auditor	$2,000
Dissemination Agent	$1,750
Contingency	$5,110
Total	**$53,060**

Additional Interest Reserve

Annual Installments to be collected for Additional Interest Reserve in the amount of $59,080, which equals 0.5 percent interest on the outstanding collective Improvement Area #1 Bond Assessments balance of $11,816,000.

Available Administrative Expense Account

There are no funds anticipated to be available in the Administrative Expense Fund to reduce the 2025-26 Improvement Area #1 Annual Installment.

Available Reserve Fund Income

As of May 31, 2025, there is an excess balance in the Principal and Interest Account due to transfers of interest earnings in the Reserve Fund. In addition, the balance in the Reserve Fund is greater than the Reserve Fund Requirement. As a result, there is $20,000 available between the Principal and Interest Account and the Reserve Fund to pay a portion of the Improvement Area #1 Bonds' debt service.

E. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #1

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, (ii) to fund the prepayment reserve and delinquency reserve, and (iii) to cover Administrative Expenses of Improvement Area #1. The

Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest available.

According to the Service and Assessment Plan, 296 units representing 237.60 total Equivalent Units were estimated to be built within Improvement Area #1 of the PID. According to the developer, lot size adjustments have caused Equivalent Units to increase. As a result, the outstanding Improvement Area #1 total Equivalent Units are 240.00 (237.60 + 2.40 = 240.00). The Annual Installment due to be collected per Equivalent Unit within Improvement Area #1 of the PID for 2025-26 is shown in Table II-E-1 below.

Table II-E-1
Improvement Area #1 Annual Installment Per Equivalent Unit

Budget Item	Net Budget Amount[1]	Annual Installment per Equivalent Unit[2]
Principal	$248,000.00	$1,033.33
Interest	$853,952.41	$3,558.14
Administrative Expenses	$53,060.40	$221.09
Total	**$1,155,012.81**	**$4,812.55**

1 – Refer to Table II-D-1 of this report for additional budget details.
2 – Based on the current outstanding 240.00 Equivalent Units.

The Annual Installment due to be collected from each land use class in Improvement Area #1 for 2024-25 is shown in Table II-E-2 below.

Table II-E-2
Improvement Area #1 Annual Installment Per Equivalent Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment per Unit
60 ft	$4,812.55	1.00	$4,812.55
55 ft	$4,812.55	0.90	$4,331.30
Multifamily	$4,812.55	0.60	$2,887.53

The list of Parcels within Improvement Area #1 of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Capitalized Interest Credit, the Prepayment and Delinquency Reserve, the Administrative Expenses and the Annual Installment to be collected for 2025-26 are shown in the Assessment Roll Summary attached hereto as Appendix B.

F. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA

Major Improvement Area - Annual Installments – 2025-26

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Major Improvement Bonds, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Major Improvement Bonds. The effective interest rate on the Major Improvement Bonds is 6.32 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Major Improvement Bonds (6.32 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2025 and will be delinquent on February 1, 2026.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2025-26 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and applicable Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Major Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be Collected for 2025-26

The budget for the Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2025-26 as shown by Table II-F-1 on the following page.

Table II-F-1
Budget for the Major Improvement Area Annual Installments to be Collected for 2025-26

	Major Improvement Bonds
Interest payment on March 1, 2026	$218,670
Interest payment on September 1, 2026	$218,670
Principal payment on September 1, 2026	$111,000
Subtotal debt service on bonds	*$548,340*
Administrative expenses	$53,060
Additional Interest Reserve	$34,575
Subtotal Expenses	*$635,975*
Available reserve fund income	($9,000)
Available capitalized interest account	$0
Available Administrative Expense account	($10,000)
Subtotal funds available	*($19,000)*
Annual Installments	**$616,975**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2026, in the amount of $218,670 and on September 1, 2026, in the amount of $218,670, which equals interest on the outstanding Major Improvement Area Assessments balance of $6,915,000 for six months each and an effective interest rate of 6.32 percent. Annual Installments to be collected on the Major Improvement Bonds include a principal amount of $111,000 due on September 1, 2026. As a result, the total Major Improvement Area Annual Installments to be collected for principal and interest in 2025-26 is estimated to be equal to $548,340.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-F-2 on the following page, the total Major Improvement Area Administrative Expenses to be collected for 2025-26 are estimated to be $53,060.

(the remainder of this page is intentionally left blank)

Table II-F-2
Major Improvement Area Administrative Budget Breakdown

Description	2025-26 Estimated Budget (9/1/25-8/31/26)
City	$6,200
PID Administrator	$34,000
Trustee	$3,000
Auditor	$2,000
Dissemination Agent	$1,750
Contingency	$6,110
Total	**$53,060**

Additional Interest Reserve

Annual Installments to be collected for Additional Interest Reserve in the amount of $34,575, which equals 0.5 percent interest on the outstanding collective Major Improvement Area Bond Assessments balance of $6,915,000.

Available Administrative Expense Account

As of May 31, 2025, the balance in the Administrative Expense Fund was $99,398. Approximately $89,398 is anticipated to be used until January 31, 2026. As a result, there is $10,000 available to reduce the Annual Installment.

Available Reserve Fund Income

As of May 31, 2025, there is an excess balance in the Principal and Interest Account due to transfers of interest earnings in the Reserve Fund. In addition, the balance in the Reserve Fund is greater than the Reserve Fund Requirement. As a result, there is $10,000 available between the Principal and Interest Account and the Reserve Fund to pay a portion of the Major Improvement Area Bonds' debt service.

G. Annual Installments per Unit – Major Improvement Area

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Major Improvement Bonds, (ii) to fund the prepayment reserve and delinquency reserve, and (iii) to cover Administrative Expenses of the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Service and Assessment Plan, 1,055 units representing 343.79 total Equivalent Units are estimated to be built within Major Improvement Area of the PID. The Annual Installment due to be collected per Equivalent Unit within Major Improvement Area of the PID for 2025-26 is shown in Table II-G-1 below.

Table II-G-1
Major Improvement Area Annual Installment Per Unit

Budget Item	Net Budget Amount[1]	Annual Installment per Equivalent Unit[2]
Principal	$111,000.00	$322.87
Interest	$462,915.00	$1,346.51
Administrative Expenses	$43,060.40	$125.25
Total	**$616,975.40**	**$1,794.63**

1 – Refer to Table II-F-1 of this report for additional budget details.
2 – Based on the current outstanding 343.79 Equivalent Units.

The Annual Installment due to be collected from each land use class in Major Improvement Area for 2025-26 is shown in Table II-G-2 below.

Table II-G-2
Major Improvement Area Annual Installment Per Unit

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment per Unit
60 ft	$1,794.63	1.00	$1,794.63
55 ft	$1,794.63	0.90	$1,615.17
Multifamily	$1,794.63	0.19	$340.98

The list of Parcels within the Major Improvement Area of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Capitalized Interest Credit, the Prepayment and Delinquency Reserve, the Administrative Expenses and the Annual Installment to be collected for 2025-26 are shown in the Assessment Roll Summary attached hereto as Appendix C.

H. BOND REDEMPTION RELATED UPDATES

Improvement Area #1 Bonds

The Improvement Area #1 Bonds were issued in 2023. Pursuant to Section 4.3 of the Improvement Area #1 Trust Indenture, the City reserves the right and option to redeem the Improvement Area #1 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2033,** such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Improvement Area #1 Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Improvement Area #1 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

Major Improvement Bonds

The Major Improvement Bonds were issued in 2023. Pursuant to Section 4.3 of the Major Improvement Area Trust Indenture, the City reserves the right and option to redeem the Major Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2033,** such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Major Improvement Area Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Major Improvement Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

(the remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property has not been changed and assessed property will continue to be assessed as provided for in the Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (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.

The updated Assessment Rolls are shown in Appendix B and C of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision 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 newly 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 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.

According to the Developer and the Collin Central Appraisal District records, the final plats for Ten Mile Creek Phase I- and Ten Mile Creek Townhomes Phase I were recorded on July 31, 2024, and May 9, 2024, respectively and the Assessments allocated proportionally according to Lot Type as shown in the 2025-26 Service and Assessment Plan Update. The various Improvement Area #1 Lots were subdivided from Parcel 2850105, 2850103, 2850123, and 2850122.

Table IV–A-1 below shows a summary of the assessment allocation prior to and after the subdivision of the parent parcels.

Table IV-A-1
Improvement Area #1 Parcel Subdivision

Prior to subdivision				After Subdivision						
Parent Parcel	**Projected Number of Units**	**Total Equivalent Units[1]**	**Total Assessment**	**New Parcels**	**Lot Size**	**Number of Units**	**Equivalent Unit Factor**	**Total Equivalent Units[1]**	**Total Assessment Per Unit**	**Total Assessment**
2850105, 2850103, 2850123, 2850122	296	240.00	$14,421,720	Various	60'	78	1.00	78.00	$60,090	$4,687,059
				Various	55'	104	0.90	93.6	$54,081	$5,624,471
				Various	Townhomes	114	0.60	68.40	$36,054	$4,110,190
Total	**296**	**240.00**	**$14,421,720**			**296**		**240.00**		**$14,421,720**

1 - Revised EU allocation following lot size adjustments by the developer, resulting in an overall increase.

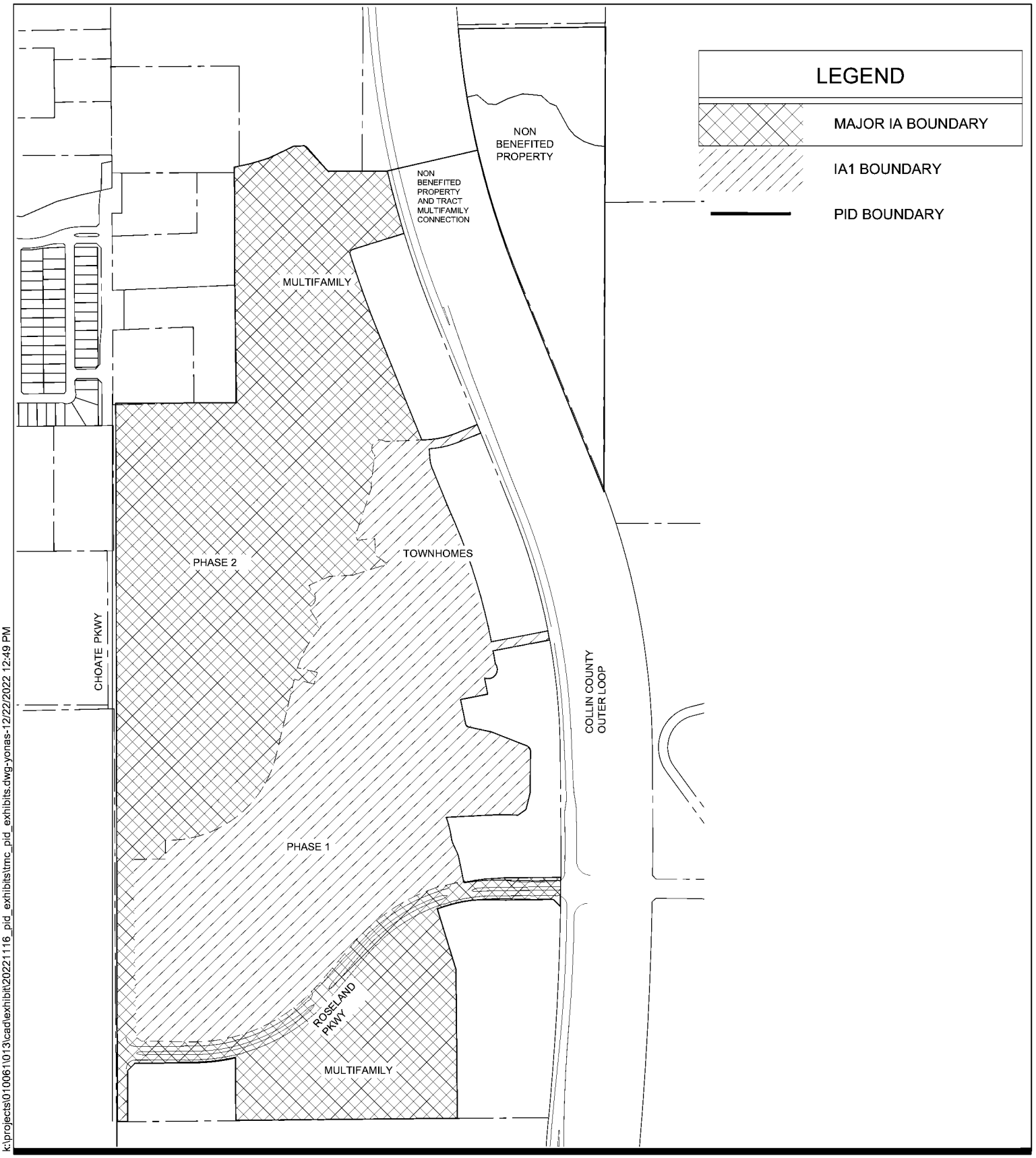
B. PREPAYMENT OF ASSESSMENTS

There have been no Assessment prepayments as of June 30, 2025.

The complete Assessment Rolls are available for review at the City Hall, located at 142 N. Ohio, Celina, Texas 75009.

(the remainder of this page is intentionally left blank)

APPENDIX A
MAP OF TEN MILE CREEK PID



k:\projects\010061\013\cad\exhibit\20221116_pid_exhibits\tmc_pid_exhibits.dwg-yonas-12/22/2022 12:49 PM

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

PID BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09

APPENDIX B
IMPROVEMENT AREA #1 ASSESSMENT ROLL SUMMARY – 2025-26

Appendix B
Improvement Area #1 Assessment Roll Summary - 2025-26

Parcel ID	Equivalent Units	Outstanding Assessment	Principal	Interest	Additional Interest Reserve	Administrative Expenses	Annual Installment
2931241	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931370	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931371	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931372	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931373	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931374	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931375	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931376	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931377	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931378	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931369	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931379	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931381	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931382	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931383	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931384	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931385	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931386	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931387	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931388	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931389	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931380	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931368	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931367	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931366	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931344	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931346	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931347	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931348	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931349	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931350	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931351	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931352	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931353	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931354	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931355	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931356	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931357	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931358	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931359	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931360	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931361	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931362	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931363	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931364	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931365	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931390	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931343	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931391	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931393	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931419	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931420	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931421	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931422	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931423	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931424	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931425	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931426	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931427	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931418	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931428	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931430	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931431	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931432	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30

2931433	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931434	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931435	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931436	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931437	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931438	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931429	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931417	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931416	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931415	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931394	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931395	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931396	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931397	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931398	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931399	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931400	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931401	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931402	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931403	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931404	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931405	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931406	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931407	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931408	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931409	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931410	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931411	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931412	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931413	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931414	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931392	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931439	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931342	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931340	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931267	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931269	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931270	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931271	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931272	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931273	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931274	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931275	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931276	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931266	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931277	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931279	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931281	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931282	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931283	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931284	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931285	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931286	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931287	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931288	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931278	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931265	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931264	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931263	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931242	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931243	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931244	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931245	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931246	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931247	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931248	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931249	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931250	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931251	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55

2931252	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931253	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931254	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931255	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931256	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931257	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931258	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931259	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931260	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931261	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931262	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931289	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931341	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931290	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931292	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931320	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931321	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931322	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931323	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931324	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931325	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931326	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931327	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931328	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931319	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931329	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931331	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931332	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931333	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931334	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931335	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931336	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931337	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931338	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931339	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931330	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931318	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931317	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931316	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931293	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931294	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931295	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931296	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931297	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931298	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931299	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931301	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931302	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931303	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931304	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931305	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2931306	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931307	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931308	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931309	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931311	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931312	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931313	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931314	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931315	0.90	$54,081	$930.00	$2,980.77	$221.55	$198.98	$4,331.30
2931291	1.00	$60,090	$1,033.33	$3,311.97	$246.17	$221.09	$4,812.55
2931440	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930167	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930254	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930253	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930252	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930251	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930250	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930249	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53

2930248	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930247	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930246	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930245	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930244	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930243	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930255	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930242	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930240	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930239	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930238	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930237	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930236	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930235	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930234	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930233	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930232	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930231	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930230	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930229	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930241	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930256	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930257	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930258	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930285	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930284	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930283	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930282	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930281	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930280	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930279	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930278	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930277	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930276	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930275	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930274	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930273	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930272	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930271	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930270	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930269	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930268	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930267	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930266	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930265	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930264	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930263	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930262	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930261	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930260	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930259	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930228	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930286	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930227	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930225	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930193	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930192	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930191	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930190	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930189	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930188	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930187	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930186	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930185	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930184	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930183	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930182	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930194	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930181	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53

2930179	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930178	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930177	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930176	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930175	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930174	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930173	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930172	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930171	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930170	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930169	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930168	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930180	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930195	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930196	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930197	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930224	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930223	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930222	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930221	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930220	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930219	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930218	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930217	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930216	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930215	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930214	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930213	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930212	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930211	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930210	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930209	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930208	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930207	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930206	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930205	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930204	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930203	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930202	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2930201	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930200	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930199	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930198	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930226	0.60	$36,054	$620.00	$1,987.18	$147.70	$132.65	$2,887.53
2930287	0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**240.00**	**$14,421,720**	**$248,000.00**	**$794,872.41**	**$59,080.00**	**$53,060.40**	**$1,155,012.81**

APPENDIX C
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY – 2025-26

Appendix C
Major Improvement Area Assessment Roll Summary - 2025-26

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Additional Interest Reserve	Administrative Expenses	Annual Installment
2850124	Multifamily	91.20	$1,834,399	$29,445.88	$113,629.27	$9,171.99	$11,422.99	$163,670.14
2850129	Multifamily	72.39	$1,456,054	$23,372.67	$90,193.24	$7,280.27	$9,067.00	$129,913.17
2850103	Various	57.80	$1,162,591	$18,661.97	$72,015.04	$5,812.95	$7,239.57	$103,729.54
2850105	Various	122.40	$2,461,956	$39,519.47	$152,502.45	$12,309.78	$15,330.85	$219,662.55
Total		**343.79**	**$6,915,000**	**$111,000**	**$428,340**	**$34,575**	**$43,060**	**$616,975.40**

APPENDIX D
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

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 Ten Mile 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 or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

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.

Date: _____

_____ _____
Signature of Seller Signature of Seller

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: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____

Notary Public, State of Texas

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2025000102925

eRecording - Real Property

ORDINANCE

Recorded On: August 14, 2025 09:13 AM

Number of Pages: 37

" Examined and Charged as Follows: "

Total Recording: $165.00

********** **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:	2025000102925
Receipt Number:	20250814000074
Recorded Date/Time:	August 14, 2025 09:13 AM
User:	Devon O
Station:	Workstation cck165

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.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Brent Brown, Assistant Police Chief, Dawn Berry, Purchasing Director
Date: September 9, 2025

Agenda Item:
Consider and act to purchase eleven (9 patrol units, 2 detective units) VERF replacements for the Police Department from multiple vendors through cooperative contracts for an amount not to exceed $955,128.38. (Cullison)

Background Information:
Staff recommends authorization to procure eleven vehicles and upfitting equipment for the Police Department. All vehicles are budgeted in the Vehicle and Equipment Replacement Fund (VERF). The vehicles will be purchased through cooperative contracts as detailed below. Upfitting will be purchased through BuyBoard contracts 724-23, 703-23, and 743-24 and DIR contracts DIR-CPO-5225 & 5433. Details for the upfitting contracts are listed in the attachment PDF titled "VERF Upfitting."

Item	Vehicle Price	Upfitting Total	Total	Replacement Unit	Vendor	Contract
Chevrolet Tahoe	$57,853.00	$42,435.00	$100,288.00	3014 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Chevrolet Tahoe	$57,853.00	$42,435.00	$100,288.00	3015 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Chevrolet Tahoe	$57,853.00	$42,435.00	$100,288.00	3016 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Chevrolet Tahoe	$57,853.00	$42,435.00	$100,288.00	3035 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Chevrolet Tahoe	$57,853.00	$42,435.00	$100,288.00	3036 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Ford Explorer	$50,915.00	$41,821.00	$92,736.00	3040 (2021 Tahoe)	Caldwell Country	Buyboard 724-23

Ford Explorer	$50,915.00	$41,821.00	$92,736.00	3041 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Ford Explorer	$50,915.00	$41,821.00	$92,736.00	3042 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Dodge Durango	$47,750.00	$35,116.00	$82,866.00	3043 (2021 Tahoe)	Caldwell Country	Buyboard 724-23
Chevrolet Traverse	$39,967.00	$6,352.19	$46,319.19	1704 (2017 Explorer)	Silsbee Auto Group	TIPS 240901
Chevrolet Traverse	$39,967.00	$6,352.19	$46,319.19	1813 (2018 Explorer)	Silsbee Auto Group	TIPS 240901
Total			$955,152.38			

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

The Department is ordering Ford Explorers for patrol this year in addition to the Chevrolet Tahoe's due to the cost savings of the Explorer. The added diversity in the fleet will allow the department to compare the performance of both vehicle models for patrol activities. The Durango is a traffic unit that will be dedicated to managing traffic offenses. Like the Explorer, the Durango is well-equipped for this purpose, and the department believes it is the best fit. Additionally, the Durango provides significant cost savings compared to the Tahoe. The department has also begun to transition to the Chevrolet Traverse in place of the full-size truck for the detective vehicle due to cost savings, and the functionality is a better fit for the criminal investigations division.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Caldwell Chevrolet Tahoe x5
3. Caldwell Ford Explorer x3
4. Silsbee Chevrolet Traverse x2
5. Caldwell Dodge Durango x1
6. VERF Upfitting
7. Tahoe Upfit
8. Explorer upfit
9. Traverse upfit
10. Durango upfit
11. MCA Antennas
12. Motorola radio wiring
13. Axon Wiring
14. GTS Laptops, Docks, Power, Cradle Points
15. Stalker Radar Mounts & Wiring

Financial Consideration:
Funding is available through the FY26 VERF Budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends the purchases as presented.

FY26 VERF Police Department

John Cullison
September 9th, 2025



AGENDA OVERVIEW

- Authorize the purchase of eleven (11) vehicles for the Police Department. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with BuyBoard, contract #724-23 & TIPS 240901.
    - The purchase also includes accessories & outfitting of the vehicles through several cooperative contracts.
- Funds will be committed at the issuance of a purchase order.
- The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirements while saving time and funding in the development of specifications of work during the process.

FISCAL YEAR 2026 PD VEHICLE & EQUIPMENT REPLACEMENT FUND

- The Police Department is replacing
  - 9 Marked Patrol Units
  - 2 Detective vehicles

QUESTIONS?

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer:	CELINA POLICE DEPT.	Sales Rep:	Brad Smith
Contact:	Alex Jones	Quote#:	101
Phone:	214-842-2089	Date:	8/19/2025
Email:	ajones@celina	Phone:	979-567-6155
Contract:	Buy Board 724-23	Email:	bsmith@usaautomotivepartners.com
Product Description:	2026 CHEVROLET TAHOE		
A. Bid Series:	2026 CHEVROLET TAHOE PPV	Base Price & Options:	$ 57,503.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
CC10706 2026 CHEVROLET TAHOE PPV 2WD			GU5	Rear Axle, 3.23 Ratio	INCL
			H1T	Jet Black, Cloth Seat Trim	INCL
1FL	Commercial Pref. Equip. Group	INCL	L84	Engine, 5.3L V8	INCL
6J3	Wiring, Grille Lamps and Siren Spkers	INCL	MHU	Transmission, 10 Speed Automatic	INCL
6J4	Wiring, Horn and Siren Circuit	INCL	PQA	1FL Safety package	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL	PXT	Wheels, 20" x 9"	INCL
C6C	GVWR, 7400lbs	INCL	TQ5	IntelliBeam, Automatic High Beam on/off	INCL
CTB	Intersection Auto Emergency Braking	INCL	UEU	Forward Collision Alert	INCL
DRZ	Rear Camera Mirror, Inside Auto Dim	INCL	UFB	Rear Cross Traffic Braking	INCL
FE9	Emissions, Federal Requirements	INCL		6 Keys/Fobs	INCL
GBA	Black	INCL	7X3	Spotlamp, Left Hand	INCL
			Published Options Total:		

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color:	Black
Delivery ETA:	STOCK
Notes:	26MY CHEVROLET TAHOE PPV 2WD BLACK

C.	Upfitter:			
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)			$ -
F.	Lot Insurance (For in-stock and/or equipped vehicles):			$ -
G.	Delivery Charge:		Miles	$ 350.00
H.	Subtotal:			$ 57,853.00
I.	Quantity:	5		$ 289,265.00
J.	Trade In:			$ -
K.	BuyBoard Fee (Per Purchase Order):			$ 400.00
L.	Total:			$ 289,665.00

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer:	CELINA POLICE DEPT.	Sales Rep:	Brad Smith
Contact:	Alex Jones	Quote#:	101
Phone:	214-842-2089	Date:	8/19/2025
Email:	ajones@celina	Phone:	979-567-6155
Contract:	Buy Board 724-23	Email:	bsmith@usaautomotivepartners.com
Product Description:	2026 FORD EXPLORER		
A. Bid Series:	2026 FORD PIU AWD	Base Price & Options:	$ 50,697.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
K8A 2026 FORD PIU AWD 3.0L V6 ECO BOOST					
44U	Transmission, 10 Speed Automatic	INCL			
500A	Order Code 500A	INCL			
67U	Ultimate Wiring Package	INCL			
85R	Rear Console plate	INCL			
99C	Engine, 3.0L V6 EcoBoost	INCL			
9W	Charcoal Black, Unique HD Cloth	INCL			
UM	Agate Black	INCL			
51P	Driver Only Spot Lamp Prep Kit	INCL			
51R	Driver Only LED Bulb	INCL			
			Published Options Total:		

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color:	Black
Delivery ETA:	90-120 DAYS APPROX
Notes:	26MY FORD PIU AWD

C.	Upfitter:			
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)			$ -
F.	Lot Insurance (For in-stock and/or equipped vehicles):			$ -
G.	Delivery Charge:		Miles	$ 350.00
H.	Subtotal:			$ 51,047.00
I.	Quantity:	3		$ 153,141.00
J.	Trade In:			$ -
K.	BuyBoard Fee (Per Purchase Order):			$ 400.00
L.	Total:			$ 153,541.00

PRODUCT PRICING SUMMARY

240901 TIPS USA TRANSPORTATION VEHICLES

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

End User: CITY OF CELINA
Prepared by: RICK BROWN
Contact: ALEX JONES 972.645.7983
Phone: 409.659.1555
Email: AJONES@CELINA-TX.GOV
Email: RBROWN.SILSBEEFLEET@GMAIL
Product Description: CHEVROLET TRAVERSE
Date: August 25, 2025

A. **Bid Item:** 1nb56 **A. Base Price:** $ 39,323.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TRAVERSE LT	$ -		EXTERIOR - STERLING GRAY	$ -
LKO	2.5L TURBO	$ -			
	8 SPEED TRANSMISSION	$ -			
	POWER WINDOWS / LOCKS	$ -			
	BLUETOOTH	$ -			
	REMOTE START	$ -			

Total of B. Published Options: $ -

Published Option Discount (5%) $ -

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

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

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

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

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 322 **miles** $ 644.00

H. **Subtotal:** $ 39,967.00

I. **Quantity Ordered** 2 **x H =** $ 79,934.00

J. **Trade in:** $ -

K. **Total Purchase Price** $ 79,934.00

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer:	CELINA POLICE DEPT.	Sales Rep:	Brad Smith
Contact:	ALEX JONES	Quote#:	101
Phone:	214-842-2089	Date:	8/19/2025
Email:	AJONES@CELINA	Phone:	979-567-6155
Contract:	Buy Board 724-23	Email:	bsmith@usaautomotivepartners.com
Product Description:	2026 DODGE DURANGO PURSUIT		
A. Bid Series:	2026 DODGE DURANGO PURSUIT	Base Price & Options:	$ 47,000.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
WDEE75 2026 DODGE DURANGO PURSUIT AWD			XCS	4 Additional Keys	INCL
			Z6J	GVWR 1700 lbs	INCL
22Z	Quick Order Package 22Z	INCL			
ADG	Tech. Package	INCL			
ADL	Skide Plate Group	INCL			
C5X9	Black, Cloth Bucket Seats W/ Shift Ins	INCL			
DFD	Transmission, 8 Speed Automatic	INCL			
DPM	3.09 Rear Axle Ratio	INCL			
EZH	Engine, 5.7L V8 Hemi	INCL			
PDN	Destroyer Gray Clearcoat	INCL			
WBN	Wheels, 18" x 8" Black Steel	INCL			
			Published Options Total:		

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color:	Gray
Delivery ETA:	90-120 DAYS APPROX
Notes:	26MY DURANGO PURSUIT AWD HEMI

C.	Upfitter:			
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)			$ -
F.	Lot Insurance (For in-stock and/or equipped vehicles):			$ -
G.	Delivery Charge:		Miles	$ 350.00
H.	Subtotal:			$ 47,350.00
I.	Quantity:	1		$ 47,350.00
J.	Trade In:			$ -
K.	BuyBoard Fee (Per Purchase Order):			$ 400.00
L.	Total:			$ 47,750.00

VERF UPFITTING

Item	Upfitting	Contract	Radar Cables	Contract	Axon Wiring	Contract	Radio Wiring	Contract	Laptop, Dock, Cradle Point, Antenna	Contract
Chevrolet Tahoe	$32,599.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Chevrolet Tahoe	$32,599.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Chevrolet Tahoe	$32,599.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Chevrolet Tahoe	$32,599.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Chevrolet Tahoe	$32,599.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Ford Explorer	$31,985.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Ford Explorer	$31,985.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Ford Explorer	$31,985.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Dodge Durango	$25,280.00	698-23	$1,082.00	703-23	$450.00	743-24	$1,019.00	DIR-CPO-5433	$7,285.00	DIR-CPO-5225
Chevrolet Traverse	$6,352.19	City of Frisco	N/A		N/A		N/A		N/A	
Chevrolet Traverse	$6,352.19	City of Frisco	N/A		N/A		N/A		N/A	
Subtotal	**$296,934.38**		**$9,738.00**		**$4,050.00**		**$9,171.00**		**$65,565.00**	
Total All Items	**$385,458.38**									

BuyBoard 698-23
BuyBoard 703-23
BuyBoard 743-24

Quote

Date	**08-15-2025**
Quote #	**CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Ship To:
ALEX JONES
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Salesperson:	Kevin Tyson
Email:	
Contact Name:	

Year:	2025
Make:	CHEVROLET
Model:	TAHOE PPV

Job Description: TAHOE BUILD/INSTALL PATROL

Quote Summary

Per Vehicle Subtotal	$32,599.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$32,599.00
# Vehicles Quoted	5

Grand Total $162,995.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date	**08-15-2025**
Quote #	**CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CAR				
1	FWW	ACTIVATE FRONT OEM HEADLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
1	RWW	ACTIVATE REAR OEM TAILLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
CONSOLE/MDT				
1	PP-2025-TAH-SWL-N	(PP-2025-TAH-SWL-N) - 2025 CHEVROLET TAHOE SHORTY CENTER CONSOLE WITH LOCKING ARM REST LID. NARROW 11.5" WIDE; SHORT LENGTH STORAGE WITH LOCKING LID. *ALL 2025 TAHOE CONSOLES INCLUDE RELOCATION HOLE ON PASSENGER SIDEWALL; FOR FACTORY 110V PLUG. MUST SPECIFY IF VEHICLE HAS REAR A/C CONTROLS IN FACTORY CENTER SEAT (REQUIRES *PP-2025-TAH-REARAC* FOR RELOCATION) *ALL 2025 TAHOE CONSOLES HAVE 13" OF USEABLE FACEPLATE SPACE WITH 6.75" OF USEABLE DEPTH FOR LOWER 7" OF FACEPLATE (NEAR CUP HOLDERS) AND 8" OF USEABLE DEPTH FOR UPPER 6" OF FACEPLATE (NEAR DASH) Notes: HAVIS CUTOUTS" C-EB40-CCS-1P C-EB25-XTL-1P	$850.00	$850.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03; & CCTL7 CORE Location/Order : Console 1 / 2 Notes: Directly in front of cup holders	$31.00	$31.00
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500; & APX-8500 Location/Order : Console 1 / 1 Notes: Directly in front of siren controller	$28.00	$28.00
3	MMBP	MAGNETIC MIC KIT	$45.00	$135.00
3	C-MCB	MIC CLIP BRACKET	$16.00	$48.00
1	PP-12VUSBCVM	(PP-12VUSBCVM) DUAL USB 3.0/USB TYPE-C CHARGER WITH DIGITAL VOLT METER. REQUIRES 12V INPUT.	$37.00	$37.00
1	PP-12VUSBEXT	(PP-12VUSBEXT) - USB/USB-C EXTENDER HAS (1) USB; (1) USB-C. HAS 3 FOOT LONG PIGTAIL ON BACK OF PLUG; TO EXTEND FACTORY PLUG	$39.00	$39.00
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER	$243.00	$243.00
1	C-MD-204	LOW PROFILE TILT SWIVEL MOTION DEVICE	$62.00	$62.00
1	C-HDM-205	10" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE	$162.00	$162.00
ELECTRONICS				

Quote

Date	**08-15-2025**
Quote #	**CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	G-BOM621-A	BLACK OUT MODULE; PUSH TO START IGNITION; CHEVROLET TAHOE 21-23; CHEVROLET SILVERADO PTS (PPV SSV US VEHICLES ONLY) 21-24	$753.00	$753.00
EMERGENCY LIGHTING				
1	LGYSD54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	$4,013.00	$4,013.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB1 - DS FRONT	$0.00	$0.00
1	EB2SP3JY	LEGACY WCX 54" D/E/D/E PROMO; W/TAKEDOWNS AND SMOKE LENSES	$0.00	$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	$0.00	$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	$0.00	$0.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	$0.00	$0.00
1	STPKT101	LIGHTBAR STRAP KIT #101; CHEVROLET SILVERADO 1500 19-25; CHEVROLET SILVERADO 2500/3500 20-25; CHEVROLET TAHOE 21-25	$0.00	$0.00
1	C399SP	SCANPORT KIT FOR C399; CHEVROLET TAHOE 23-24; CHEVROLET BLAZER EV 24; CHEVROLET SILVERADO 1500 22-24; FORD F-250/350 23-24; FORD TRANSIT 23-24; FORD POLICE INTERCEPTOR UTILITY 25	$0.00	$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	$0.00	$0.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL Mounting Location : PB1 - DS FRONT	$0.00	$0.00
4	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LC - PB LIGHT CHANNEL Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$198.00	$792.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB145 - DS SIDE 45 Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$198.00	$198.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB245 - PS SIDE 45 Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$198.00	$198.00
2	TLI3JC	ION T-SERIES LINEAR TRIO R/B/W Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS Notes: Flash R/B Slide 2-3	$180.00	$360.00

Quote

Date	**08-15-2025**
Quote #	**CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		Alley and Scene Cruise R/DS & B/PS		
2	TLI3JC	ION T-SERIES LINEAR TRIO R/B/W Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$180.00	$360.00
2	TIONBKT7	ION T-SER RUNNING BD KIT TAHOE	$34.00	$68.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$198.00	$198.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW Notes: Flash R/B Slide 2-3 Alley and Scene Cruise R/DS & B/PS	$198.00	$198.00
1	BS548-BSSP28JA	I-E RST WCX 8-LT S/D 21 TAHOE; 4/4 DUO K/M LTHD D/P PROMO PKG; CHEVROLET TAHOE 21-25 Mounting Location : RG1 - HIGH CENTER	$1,546.00	$1,546.00
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LP2 - HORIZONTAL ON BRACKET	$198.00	$396.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	$37.00	$37.00
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : LG1 - LIFTGATE - RECESSED IN TRIM Notes: DS	$162.00	$162.00
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : LG1 - LIFTGATE - RECESSED IN TRIM Notes: PS	$162.00	$162.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : C3 - CONSOLE - FRONT Notes: OVER CONSOLE	$85.00	$85.00
1	CEXAMP	WECANX EXTERNAL AMPLIFIER	$306.00	$306.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT OVER REAR DRIVER SEAT	$85.00	$85.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT OVER REAR PASSENGER SEAT	$85.00	$85.00
1	SWITCH	LIGHTED ROCKER SWITCH Notes: MOUNT ON DS C PILLAR TO CONTROL DS REAR LIGHT	$7.00	$7.00

Quote

Date **08-15-2025**
Quote # **CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	SWITCH	LIGHTED ROCKER SWITCH Notes: MOUNT ON DS C PILLAR TO CONTROL PS REAR LIGHT	$7.00	$7.00
1	PEL2B	ASS'Y PERIMETER LIGHT BLACK Mounting Location : LG3 - LIFTGATE - ON INSIDE Notes: ON HATCH	$216.00	$216.00
1	SWITCH	LIGHTED ROCKER SWITCH Notes: MOUNT ON D PILLAR	$7.00	$7.00
1	795H-EXTB-P	GTT 795H EMITTER/BRACKET FOR ATTACHING TO PASSENGER-SIDE OF VALOR; INTEGRITY; VISION SLR; LEGEND NAVIGATOR; ALLEGIANT; RELIANT AND SPLIT VISION SLR LIGHT BARS	$2,149.00	$2,149.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB2 - PS FRONT	$223.00	$223.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL Mounting Location : PB2 - PS FRONT	$29.00	$29.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	$158.00	$158.00
EXTERIOR				
1	5170T-F	LR SERIES PUSH BUMPER; LIGHT READY PUSH BUMPER FRAME (MASK NOT INCLUDED) STEEL; TEXTURED BLACK; 25 CHEVROLET TAHOE PPV/SSV	$492.00	$492.00
1	4L61T-M1B	LR MASK; 4-LIGHT MASK PLATE (WHELEN ION); STEEL; TEXTURED BLACK; UNIVERSAL	$67.00	$67.00
PRISONER TRANSPORT EQUIPMENT				
1	PRPSP5704T21A	CENTER SLIDING POLY WINDOW PARTITION - SPACE SAVER - INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS; CHEVY TAHOE PPV/SSV 2021-2025	$1,107.00	$1,107.00
1	S5705T21OSB	CHARCOAL GREY ABS STANDARD TRANSPORT SEAT W/ 7GA. STEEL SCREEN WINDOW CARGO BARRIER AND OSB'S; REAR TRANSPORTS SEATS *NOT COMPATIBLE WITH GM FACTORY ATZ SECOND ROW SEAT DELETE OPTION; CHEVY TAHOE PPV/SSV 2021-2025	$1,995.00	$1,995.00
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN	$591.00	$591.00
STORAGE				
1	PP-TAH-2021-L3-1D-11-CAG	(PP-TAH-2021-L3-1D-11-CAG) TAHOE 2021-2025 HIGH SECURITY ONE 11" TALL DRAWER (PASSENGER SIDE) SIZED FOR USE WITH MOST FULL PRISONER CAGES	$2,912.00	$2,912.00
1	PP-TAH-2021-TRAY	(PP-TAH-2021-TRAY) TRAY INSERT FOR MOUNTING EQUIPMENT UNDER POLY VAULT. APPROXIMATELY 45" BY 22" WITH 3.25" ALLOWABLE EQUIPMENT HEIGHT.	$316.00	$316.00
1	PP-TAH-2021-3RD-L1-5X36	(PP-TAH-2021-3RD-L1-5X36) TAHOE 2021-2025 3RD DRAWER OPTION LOW SECURITY 20.5" WIDE X 5" X 36"	$608.00	$608.00

Quote

Date	**08-15-2025**
Quote #	**CAPQ-112020**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description	Price
1	LABOR	LABOR	$6,500.00
1	SHIPPING	SHIPPING	$800.00
1	PAINT 2	DOORS, 4	$800.00
1	TINT	TINT, FRONT WINDOWS ONLY	$125.00
1	GRAPHICS	CUSTOM GRAPHICS	$1,048.00
1	SHOP SUPPLIES	SHOP SUPPLIES	$255.00
1	WIRING HARNESS	WIRING HARNESS	$350.00
1	DEALER	DEALER PREP	$0.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	$0.00
1	PROGFEE	PROGRAMMING FEE	$150.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	$0.00
1	PDKIT	POWER DISTRIBUTION KIT	$50.00

QTY	Make	Model	Used
1	Havis	Docking Station	☐
1	ANTENNA	GPS/WiFi Roof-Mount Antenna	☐
1	Motorola	APX 8500 - All Band P25 (2-Piece) w/Radio Antenna & Coax	☐
1	ANTENNA	5-IN-1 Sharkfin Multipurpose Antenna	☐
1	Zebra	Zebra Printer Dock w/ Power Cable	☐
1	Cradlepoint	Cradle Point with Power Cables - Mounted in top level of cargo box Cradlepoint Roof Antenna	☐
1	Stalker	DSR 2X	☐
1	Axon	Axon Fleet 3	☐

Quote

Date	**08-20-2025**
Quote #	**CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Ship To:
ALEX JONES
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Salesperson:	Kevin Tyson
Email:	
Contact Name:	

Year:	2026
Make:	Ford
Model:	PI UTILITY

Job Description: PATROL PIU

Quote Summary

Per Vehicle Subtotal	$31,985.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$31,985.00
# Vehicles Quoted	3

Grand Total $95,955.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date	**08-20-2025**
Quote #	**CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CAR				
1	FWW	ACTIVATE FRONT OEM HEADLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
1	RWW	ACTIVATE REAR OEM TAILLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
CONSOLE/MDT				
1	PP-2020-FINT-SUV-SWL	(PP-2020-FINT-SUV-SWL) 2020-2024 FORD INTERCEPTOR SUV SHORTY CENTER CONSOLE WITH LOCKING ARM REST LID. RELOCATES REAR A/C AND PARKING BRAKE SWITCH TO CONSOLE FACEPLATE. Notes: CUT OUTS ARE FROM HAVIS: C-EB40-CCS-1P C-EB25-XTL-1P	$792.00	$792.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03; & CCTL7 CORE	$33.00	$33.00
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500; & APX-8500	$29.00	$29.00
3	MMBP	MAGNETIC MIC KIT	$45.00	$135.00
3	C-MCB	MIC CLIP BRACKET	$17.00	$51.00
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE	$197.00	$197.00
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER	$315.00	$315.00
1	C-HDM-205	10" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE	$162.00	$162.00
EMERGENCY LIGHTING				
1	LGYSD54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	$4,756.00	$4,756.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB2 - PS FRONT Notes: DS	$0.00	$0.00
1	EB2SP3JY	LEGACY WCX 54" D/E/D/E PROMO; W/TAKEDOWNS AND SMOKE LENSES	$0.00	$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	$0.00	$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	$0.00	$0.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	$0.00	$0.00

Quote

Date **08-20-2025**
Quote # **CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	SAK1	SA-315 MOUNT KIT UNIVERSAL Mounting Location : PB2 - PS FRONT Notes: DS	$0.00	$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	$0.00	$0.00
1	STPKT105	LIGHTBAR STRAP KIT #105; FORD POLICE INTERCEPTOR UTILITY 20-25	$0.00	$0.00
1	C399SP	SCANPORT KIT FOR C399; CHEVROLET TAHOE 23-24; CHEVROLET BLAZER EV 24; CHEVROLET SILVERADO 1500 22-24; FORD F-250/350 23-24; FORD TRANSIT 23-24; FORD POLICE INTERCEPTOR UTILITY 25	$0.00	$0.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB1 - DS FRONT Notes: PS	$335.00	$335.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL Mounting Location : PB1 - DS FRONT Notes: PS	$44.00	$44.00
1	CEXAMP	WECANX EXTERNAL AMPLIFIER	$306.00	$306.00
4	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LC - PB LIGHT CHANNEL Notes: CRUISE R/DS B/PS TAKEDOWN FLASH R/B SLIDE 2 FLASH R/B/W SLIDE 3	$198.00	$792.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB145 - DS SIDE 45 Notes: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3	$198.00	$198.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB245 - PS SIDE 45 Notes: CRUISE BLUE R/B SLIDE 2 R/B/W SLIDE 3	$198.00	$198.00
2	TLI3JC	ION T-SERIES LINEAR TRIO R/B/W Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS Notes: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3 LEFT ALLEY	$180.00	$360.00
2	TLI3JC	ION T-SERIES LINEAR TRIO R/B/W Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS Notes: CRUISE BLUE R/B SLIDE 2 R/B/W SLIDE 3 RIGHT ALLEY	$180.00	$360.00

Quote

Date	**08-20-2025**
Quote #	**CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
4	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	$34.00	$136.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW Notes: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3 LEFT ALLEY	$198.00	$198.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW Notes: CRUISE BLUE R/B SLIDE 2 R/B/W SLIDE 3 RIGHT ALLEY	$198.00	$198.00
1	BS508-BSSP28JA	I-E RST WCX 8-LT S/D UTILITY; 4/4 DUO K/M LTHD D/P PROMO PKG; FORD POLICE INTERCEPTOR UTILITY 20-25 Mounting Location : RG1 - HIGH CENTER	$1,546.00	$1,546.00
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LP2 - HORIZONTAL ON BRACKET	$198.00	$396.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	$37.00	$37.00
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : LG3 - LIFTGATE - ON INSIDE	$162.00	$162.00
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : LG3 - LIFTGATE - ON INSIDE	$162.00	$162.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : C3 - CONSOLE - FRONT Notes: OVER CONSOLE WORE TO CONTROLLER	$85.00	$85.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : L1 - INSIDE - PRISONER	$85.00	$85.00
2	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : LG3 - LIFTGATE - ON INSIDE	$85.00	$170.00
2	SWITCH	LIGHTED ROCKER SWITCH	$7.00	$14.00
1	795H-EXTB-P	GTT 795H EMITTER/BRACKET FOR ATTACHING TO PASSENGER-SIDE OF VALOR; INTEGRITY; VISION SLR; LEGEND NAVIGATOR; ALLEGIANT; RELIANT AND SPLIT VISION SLR LIGHT BARS	$2,149.00	$2,149.00
EXTERIOR				
1	5344T-F	LR SERIES PUSH BUMPER; LIGHT READY PUSH BUMPER FRAME (MASK NOT INCLUDED - REQUIRES A 2-LIGHT MASK PLATE OR A 4-LIGHT MASK PLATE OR A BLANK MASK); STEEL; TEXTURED BLACK; 20-25 FORD INTERCEPTOR UTILITY	$492.00	$492.00
1	4L61T-M1B	LR MASK; 4-LIGHT MASK PLATE (WHELEN ION); STEEL; TEXTURED BLACK; UNIVERSAL	$67.00	$67.00
PRISONER TRANSPORT EQUIPMENT				

Quote

Date	**08-20-2025**
Quote #	**CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN	$591.00	$591.00
1	P1000UINT20AOSB-R	SINGLE COMPARTMENT; PRO-CELL; 1/2 PARTITION; W/PASSENGER SIDE ONLY RETRACTABLE OUTBOARD SEAT BELTS; PRO-CELL PRISONER TRANSPORT SYSTEMS; FORD INTERCEPTOR UTILITY 2020-2025	$3,466.00	$3,466.00
1	GT0536ITU20	FIREARM MOUNT TRANSFER KIT; FORWARD FACING PARTITION MOUNT; WITH MOUNT PLATE; *ONLY COMPATIBLE WITH: SPT SINGLE PRISONER TRANSPORT PARTITION; *NOT COMPATIBLE WITH: CENTER CONSOLES EXCEEDING 23" LENGTH; *RECOMMENDED FOR USE WITH DOUBLE T-RAIL SYSTEM; FORD POLICE INTERCEPTOR UTILITY 20-25	$87.00	$87.00
STORAGE				
1	PP-FINT-2020-L3-1D-11	(PP-FINT-2020-L3-1D-11) - 2020-2025 FORD INTERCEPTOR SUV; HIGH SECURITY; ONE 11" DRAWER (FULL WIDTH DRAWER); *REQUIRES MOUNTING FLOOR*	$1,988.00	$1,988.00

QTY	Part #	Description	Price
1	LABOR	LABOR	$7,000.00
1	PAINT 2	DOORS, 4	$1,000.00
1	TINT	TINT, FRONT WINDOWS ONLY	$125.00
1	GRAPHICS	CUSTOM GRAPHICS	$1,038.00
1	SHIPPING	SHIPPING	$800.00
1	SHOP SUPPLIES	SHOP SUPPLIES	$255.00
1	WIRING HARNESS	WIRING HARNESS	$350.00
1	DEALER	DEALER PREP	$125.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	$0.00
1	PROGFEE	PROGRAMMING FEE	$150.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	$0.00
1	PDKIT	POWER DISTRIBUTION KIT	$50.00

QTY	Make	Model	Used
1	Stalker	DSR 2X	☐
1	Zebra	Zebra Printer Dock w/ Power Cable	☐
1	Axon	Axon Fleet 3	☐
1	Cradlepoint	Cradle Point with Power Cables - Mounted in top level of cargo box Cradlepoint Roof Antenna	☐
1	ANTENNA	5-IN-1 Sharkfin Multipurpose Antenna	☐
1	Havis	Docking Station	☐

Quote

Date	**08-20-2025**
Quote #	**CAPQ-112032**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Make	Model	Used
1	Motorola	APX 8500	☐

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

Estimate E 641
Date / /
Date Open 08/22/2025

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:29:27	FRISCO#2401-062	TWO-TRAVRS		

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

Qty	Description	Price	Amount
	LABOR125.40 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	125.40	4514.40
1.000	H36FRISCOBID#2401-062 *****THIS ESTIMATE IS BASED ON THE FRISCO POLICE DEPARTMENT BEST VALUE BID#2401-062 POLICE VEHICLE UPFITTING THAT WAS AWARDED TO HALOZ 36 ON MARCH 25, 2024.*****	0.00	
2.000	FEDPW100H PATHWAY SIREN/LIGHT CONTROLLER - HANDHELD,100 W	775.71	1551.43
2.000	FEDES100C INCLUDED WITH SIREN - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESB-U INCLUDED WITH SIREN - SPEAKER BRACKET UNIVERSAL - FEDERAL SIGNAL	0.00	
2.000	FEDEXPMOD24 24 CHANNEL EXPANSION MODULE	248.57	497.14
2.000	FEDSIFMJS-1748362834 FRONT ILS VISOR - 18+TRAVERSE - RBW	1053.62	2107.25
4.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE - 2 TOTAL	127.78	511.11
2.000	FEDMPSM6-GRL2 Pair of grille brackets, each bracket holds (1) MPS6U light behind grille, Chevrolet Tahoe, 2021 -2022	56.21	112.42

I authorize the above up-fit/repair work for the vehicle(s) listed above, including sublet work, to be completed along with necessary materials. I authorize Haloz 36 Corp and its employees to operate the above listed vehicle(s) for purposes of testing, inspection, or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. Haloz 36 Corp and its employees will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, vandalism, or articles left in above listed vehicle(s). I acknowledge receipt of a copy hereof.

Parts.....	7709.99
Labor.....	4514.40
Subject Items	330.00
Freight.....	150.00

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

Authorized By

TOTAL

Continued

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

Estimate E 641
Date / /
Date Open 08/22/2025

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:29:27	FRISCO#2401-062	TWO-TRAVRS		

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

Qty	Description	Price	Amount
2.000	FEDCNSMJ8R-P3C CN SignalMaster™ Directional Warning - R/A - B/A - REAR FACING WARNING STICK WITH TRAFFIC ADVISOR	970.83	1941.67
2.000	FEDCNSM-UM MOUNTING - CN SIGNALMASTER - Multi-vehicle mount, internal/external use	49.42	98.84
4.000	FED416309-RBW-SMK Flush mount, R/B/W Tri-Color, Smoked Lens, 12/24 Vdc - 1 MOUNTED ON EACH SIDE OF REAR BUMPER - 2 TOTAL	78.57	314.28
2.000	H36WIREHARNESS WIRING HARNESS	217.39	434.78
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	68.57
2.000	AMAFUSEBOX 12 WAY 12V FUSE BOX	36.25	72.50
2.000	SUBJECT - TINT WINDOW TINT - SIDE WINDOWS AND A-LINE (TO HIDE VISOR LIGHTS) - LEGAL/LIMO	165.00	330.00
2.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED EQUIPMENT - ***MOBILE RADIO CHARGER*** ALL CUSTOMER SUPPLIED EQUIPMENT IS ASSUMED TO BE BRAND NEW OR CONFIRMED TESTED TO BE FULLY FUNCTIONAL WITH ALL NECESSARY VEHICLE SPECIFIC CABLES AND BRACKETS - ANY TROUBLESHOOTING OR REPAIRING NON-	0.00	

I authorize the above up-fit/repair work for the vehicle(s) listed above, including sublet work, to be completed along with necessary materials. I authorize Haloz 36 Corp and its employees to operate the above listed vehicle(s) for purposes of testing, inspection, or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. Haloz 36 Corp and its employees will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, vandalism, or articles left in above listed vehicle(s). I acknowledge receipt of a copy hereof.

Parts.....	7709.99
Labor.....	4514.40
Subject Items	330.00
Freight.....	150.00

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

Authorized By

TOTAL

Continued

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

Estimate E 641
Date / /
Date Open 08/22/2025

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:29:27	FRISCO#2401-062	TWO-TRAVRS		

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

Qty	Description	Price	Amount
	FUNCTIONING CUSTOMER SUPPLIED EQUIPMENT WILL BE SUBJECT TO OUR NORMAL LABOR RATE		
	ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS		
2.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	75.00	150.00

I authorize the above up-fit/repair work for the vehicle(s) listed above, including sublet work, to be completed along with necessary materials. I authorize Haloz 36 Corp and its employees to operate the above listed vehicle(s) for purposes of testing, inspection, or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. Haloz 36 Corp and its employees will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, vandalism, or articles left in above listed vehicle(s). I acknowledge receipt of a copy hereof.

Parts.....	7709.99
Labor.....	4514.40
Subject Items	330.00
Freight.....	150.00

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

Authorized By

TOTAL **12704.39**

Quote

Date	**08-21-2025**
Quote #	**CAPQ-112037**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Ship To:
ALEX JONES
Celina Police Department
3025 S Coit Rd, Celina, Texas 75009

Salesperson:	Kevin Tyson
Email:	
Contact Name:	

Year:	2026
Make:	Dodge
Model:	DURANGO

Job Description: TRAFFIC DURANGO

Quote Summary

Per Vehicle Subtotal	$25,280.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$25,280.00
# Vehicles Quoted	1

Grand Total $25,280.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date	**08-21-2025**
Quote #	**CAPQ-112037**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CONSOLE/MDT				
1	PP-2021-DUR-SFF	(PP-2021-DUR-SFF) 2021-2025 DURANGO PURSUIT SHORTY CENTER CONSOLE WITH FLIP FORWARD ARM REST. INCLUDES USB/USB-C EXTENSION PLUG. REQUIRES FACTORY METAL FLOOR PLATE.	$792.00	$792.00
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03; & CCTL7 CORE	$33.00	$33.00
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500; & APX-8500	$29.00	$29.00
3	MMBP	MAGNETIC MIC KIT	$45.00	$135.00
3	C-MCB	MIC CLIP BRACKET	$17.00	$51.00
1	PP-12VUSBCVM	(PP-12VUSBCVM) DUAL USB 3.0/USB TYPE-C CHARGER WITH DIGITAL VOLT METER. REQUIRES 12V INPUT.	$37.00	$37.00
1	PP-12VUSBEXT	(PP-12VUSBEXT) - USB/USB-C EXTENDER HAS (1) USB; (1) USB-C. HAS 3 FOOT LONG PIGTAIL ON BACK OF PLUG; TO EXTEND FACTORY PLUG	$39.00	$39.00
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER	$243.00	$243.00
1	C-MD-204	LOW PROFILE TILT SWIVEL MOTION DEVICE	$62.00	$62.00
1	C-HDM-205	10" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE	$162.00	$162.00
EMERGENCY LIGHTING				
1	IED44CORE-DE	INNER EDGE DUO - (DRIVER SIDE RED/WHITE; PASSENGER BLUE/WHITE); C399 CORE SIREN; C399K*; SA315U SPEAKER; SAK*; DODGE DURANGO 18-24	$3,697.00	$3,697.00
1	BSFW44Z-BSSP2ZJW	I-E FST WCX S/D 10-LT DURANGO; 5/5 DUO D/E LTHD D/P PROMO PKG; DODGE DURANGO 18-24	$0.00	$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	$0.00	$0.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : G2 - GRILLE BEHIND Notes: DS	$0.00	$0.00
1	SAK54CM	DUAL SA-315 MT KIT 13+ DURANGO; DODGE DURANGO 13-24 Mounting Location : G2 - GRILLE BEHIND Notes: DS	$0.00	$0.00
1	C399K3	OBDII CANPORT KIT DODGE; RAM 1500 DS 18-24; RAM 1500 SSV 18-24; RAM 1500 DT 19-24; RAM 2500/3500 19/21-24; DODGE CHARGER 18-23; DODGE DURANGO 18-24; JEEP GRAND CHEROKEE 21	$0.00	$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	$0.00	$0.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	$302.00	$302.00

Quote

Date	**08-21-2025**
Quote #	**CAPQ-112037**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
2	CEM16	WECANX 16 OUTPUT EXPANSION MOD	$238.00	$476.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : G2 - GRILLE BEHIND Notes: PS	$335.00	$335.00
4	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : G2 - GRILLE BEHIND	$209.00	$836.00
1	XTLI3JC	ION-T LINEAR TRIO R/B/W SMOKE Wiring Instructions : WIRE IN 2ND ROW DOORS ; WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RDW1 - REAR DOOR WINDOWS - DS	$189.00	$189.00
1	XTLI3JC	ION-T LINEAR TRIO R/B/W SMOKE Wiring Instructions : WIRE IN 2ND ROW DOORS ; WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RDW2 - REAR DOOR WINDOWS - PS	$189.00	$189.00
1	BS448-BSSP28JA	I-E RST WCX 8-LT S/D DURANGO; 4/4 DUO K/M LTHD D/P PROMO PKG; DODGE DURANGO 15-24 Mounting Location : RG1 - HIGH CENTER	$1,546.00	$1,546.00
3	VX2J	VXE DUO DIRECTIONAL LT RED/BLUE Wiring Instructions : WIRE DUO Mounting Location : RB1 - REAR BUMPER Notes: DS/PS/Center	$122.00	$366.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : C3 - CONSOLE - FRONT Notes: OVER CONSOLE	$85.00	$85.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT OVER REAR PASSENGER SEAT	$85.00	$85.00
2	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : L3 - INSIDE - CARGO Notes: OVER CARGO BOX	$85.00	$170.00
1	SWITCH	LIGHTED ROCKER SWITCH Notes: MOUNT ON PS C PILLAR TO CONTROL CARGO LIGHT	$7.00	$7.00
1	SWITCH	LIGHTED ROCKER SWITCH Notes: MOUNT ON D PILLAR TO CONTROL LIGHT	$7.00	$7.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : B1 - BEHIND DRIVER SEAT Notes: mount over rear seat driver side	$85.00	$85.00
1	795H-EXTB-P	GTT 795H EMITTER/BRACKET FOR ATTACHING TO PASSENGER-SIDE OF VALOR; INTEGRITY; VISION SLR; LEGEND NAVIGATOR; ALLEGIANT; RELIANT AND SPLIT VISION SLR LIGHT BARS Notes: mounted on the bottom of the inner edge passenger side	$2,149.00	$2,149.00
PRISONER TRANSPORT EQUIPMENT				
1	GK10342U	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; WITH #2 KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN	$591.00	$591.00
1	GF1092DUR11	T-RAIL MOUNT KIT; FREE STANDING; *INCLUDES FREE	$271.00	$271.00

Quote

Date	**08-21-2025**
Quote #	**CAPQ-112037**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		STANDING MOUNT ONLY; DODGE DURANGO 11-25		
STORAGE				
1	PP-DUR-2021-L1-2D-11	(PP-DUR-2021-L1-2D-11) 2021-2025 DODGE DURANGO LOW SECURITY TWO 11" DRAWERS - INCLUDES MOUNTING BEAMS (NO MOUNTING FLOOR REQUIRED) **ALLOWS (1) HALF WIDTH UPPER DRAWER**	$2,555.00	$2,555.00
1	PP-3RD-L1-5X36	(PP-3RD-L1-5X36) UPPER DRAWER OPTION; LOW SECURITY; ONE 5" TALL DRAWER; 24" WIDE X 36" LONG OVERALL	$585.00	$585.00

QTY	Part #	Description	Price
1	LABOR	LABOR	$5,968.00
1	DEALER	DEALER PREP	$125.00
1	GRAPHICS	CUSTOM GRAPHICS	$1,048.00
1	SHOP SUPPLIES	SHOP SUPPLIES	$255.00
1	WIRING HARNESS	WIRING HARNESS	$350.00
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	$0.00
1	PROGFEE	PROGRAMMING FEE	$150.00
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	$0.00
1	PDKIT	POWER DISTRIBUTION KIT	$50.00
1	TINT1EB	TINT, ALL WINDOWS, LEGAL + EYEBROW	$275.00
1	SHIPPING	SHIPPING	$950.00

QTY	Make	Model	Used
1	Motorola	APX 8500	☐
1	Havis	Docking Station	☐
1	Stalker	DSR 2X	☐
1	ANTENNA	5-IN-1 Sharkfin Multipurpose Antenna	☐
1	Cradlepoint	Cradle Point with Power Cables - Mounted in top level of cargo box Cradlepoint Roof Antenna	☐
1	Axon	Axon Fleet 3	☐

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

QUOTATION

333001044

Bill To:
Celina TX City of Police Dept
3025 S Coit Rd
Celina, TX 75009

Ship To:
Celina TX City of Police Dept
3025 S Coit Rd
Celina, TX 75009

Contact: Alex Jones
Contact #: 972-645-7983

Contact: Alex Jones
Contact #: 972-645-7983

Date: 08/22/2025	Customer #: 121369	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
9	GP-IN2679	Dual Sharkee 8in1	EA	636.95	5,732.55
9	ASFC-155-U2-821	SHARKEE TRIBAND WHIP	EA	116.25	1,046.25
9	C29F-5QMAP	5m/16 inches Whip/Radio CABLE FME(f)-QMA(m)	EA	68.45	616.05
1	SHIPPING	SHIPPING	EA	25.00	25.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Kirstin Hallbauer
Phone #:
Email: kirstinhallbauer@callmc.com

Subtotal :	$7,419.85
Tax :	$0.00
Total Quote :	$7,419.85

Quote Valid for 30 Days.

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

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.
Order are also subject to partial shipment and partial invoice.
Tax calculations provided are estimates and are subject to change.

MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS







CELINA POLICE DEPARTMENT

QUOTE-3188449 Accessories

07/02/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

07/02/2025

CELINA POLICE DEPARTMENT
110 N COLORADO ST
CELINA, TX 75009

RE: Motorola Quote for QUOTE-3188449 Accessories

Dear Alex Jones,

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

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Kirstin Hallbauer at kirstinhallbauer@callmc.com.

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

Sincerely,

Kirstin Hallbauer

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA POLICE DEPARTMENT
110 N COLORADO ST
CELINA, TX 75009
US

Quote Date:07/02/2025
Expiration Date:08/31/2025
Quote Created By:
Kirstin Hallbauer
kirstinhallbauer@callmc.com

End Customer:
CELINA POLICE DEPARTMENT
Alex Jones
ajones@celina-tx.gov
682-229-9717

Contract: 39000 - DIR-CPO-5433
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	HSN4040A	MOBILE ACCESSORIES EXTERNAL SPEAKER	9	$87.83	$70.26	$632.34
2	HLN6863B	MOBILE ACCESSORIES CONNECTOR XTL5000	9	$46.68	$37.34	$336.06
3	HLN7002A	TRUNNION KIT	9	$58.44	$46.75	$420.75
4	HKN6187B	CABLE, CH POWER AND SPEAKER	9	$50.09	$40.07	$360.63

Grand Total $1,749.78(USD)

Notes:

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

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

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

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

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

AXON ENTERPRISE, INC.
17800 N. 85fth Street,
Scottsdale, AZ 85255
ecommerce@axon.com

Quote expires on: 9/20/2025

Buyer:
Alex Jones
Celina Police Dept. - TX
ajones@celina-tx.gov

Bill To:
3025 S. Coit Rd
Celina
TX - 75009
USA

Ship To:
3025 S. Coit Rd
Celina
TX - 75009
USA

Quote Items:

PRODUCT	PRICE	QUANTITY	TOTAL
101001 AXON FLEET 3 - DOOR TRIGGER HW - RUGGED SM-4601-L3Q	35.00	5	175.00
100150 AXON FLEET 3 - WIRING KIT REFRESH	325.00	9	2925.00

Quote Subtotal: **USD 3100.00**
Estimated Quote Tax: **USD 0.00**
Quote Grand Total: **USD 3100.00**

'Tax calculated at checkout. Ground shipping is no additional cost.'

Thank you for being a valued Axon customer. For your convenience, continue checkout with a credit card / PO / invoice on our online store my.axon.com/buy

Protect Life© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2025 Axon Enterprise, Inc. All rights reserved.

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

QUOTE

Quote Number:	**Q-18615**
Quoted Date:	08/25/2025
Expiration Date:	09/30/2025
Account Exec:	Kelli Petty
Inside Sales Rep:	Jacob Jiongo
	jacob.jiongo@gts-ts.com
	(512) 681-6281
Terms:	NET 30

QUOTE FOR:

City of Celina

FZ55

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	FZ-55JV-35BM	Panasonic Rugged BSKU, Win11 Pro, Intel Core i7-1370P vPro	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0 FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/Ch2	DIR-CPO-5225	9	$ 3,632.50	$ 32,692.50

			:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support				
2	CF-SVCPSY5	Panasonic 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must		DIR-CPO-5225	9	$ 597.78	$ 5,380.02

3	HA-55LVD2	be purchased in conjunction with PS bundle base unit. Includ Panasonic Havis Docking Station With Dual Pass-Through Antenna For Panasonics Toughbook 54 And 55 Rugged	DIR-CPO-5225	9	$ 808.21	$ 7,273.89
4	CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	DIR-CPO-5225	9	$ 151.38	$ 1,362.42
5	FZ-VNF551WIS	Pre-installed Contactless Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area	DIR-CPO-5225	9	$ 144.78	$ 1,303.02
6	MB03-19005GB-GA	Cradlepoint 3-Yr Netcloud Mobile Performance Essentials Plan And R1900 Router With Wifi (5G Modem), No Ac Power Supply Or Antennas, Global- DC Power Included	DIR-CPO-4751	9	$ 1,919.00	$ 17,271.00
7	170635-000	Cradlepoint Ibr Series Vehicle Power Adapter	DIR-CPO-4751	9	$ 20.54	$ 184.86
8	170623-001	Cradlepoint Line Cord, 125V C7 1.8M (North America Type A); Used With 170869-000	DIR-CPO-4751	9	$ 10.67	$ 96.03

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

Sales Total:	**$ 65,563.74**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 65,563.74**

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-18615**

STALKER radar
applied concepts, inc.

Quote
2108710

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 08/22/2025

Inside Sales Partner: Lisa Gaetz
+1-972-801-4875
lisa.gaetz@stalkerradar.com

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

Effective From: 08/22/2025 **Valid Through:** 10/23/2025 **Lead Time:** 4 working days

Bill To:	**Customer ID: 107045**	**Ship To:**	*FedEx Ground*
City of Celina 142 N Ohio St Celina, TX 75009-6201	Accounts Payable	Celina Police Dept 3025 S Coit Rd Celina, TX 75009-4195	

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1		Accessories	0	$0.00	$0.00
Ln	**Qty**	**Part Number**	**Description**		**Price**	**Ext Price**
1	5	200-1683-00	ASSY, 2025 TAHOE FRONT KA CU/ANTENNA COMBO MOUNT		$173.00	$865.00
2	5	200-1476-00	2021-2024 Tahoe Ka Band Rear Antenna Mount		$137.00	$685.00
3	4	200-0622-00	VSS Cable Kit		$133.00	$532.00
4	5	200-0622-01	2015-Present Tahoe VSS Cable Kit		$133.00	$665.00
5	5	155-2211-00	Remote Display Interconnect Cable, 10'		$85.00	$425.00
6	9	155-2591-08	8 Foot Antenna Cable, IP67		$99.00	$891.00
7	9	155-2591-20	20 Foot Antenna Cable, IP67		$150.00	$1,350.00
8	1	200-1377-10	2021-2024 Dodge Durango CU/Antenna Combo Mount		$193.00	$193.00
9	1	200-1321-00	2019-2024 Dodge Durango Rear Antenna Mount		$128.00	$128.00
10	3	200-1379-00	2020-2024 FI SUV CU/Display/Antenna Mount		$102.00	$306.00
11	3	200-1378-00	2020-2024 FI SUV Rear Antenna Mount		$125.00	$375.00
					Group Total	$6,415.00

Product	$6,415.00	Sub-Total:	$6,415.00
Discount	$0.00	Sales Tax 0%	$0.00
Trade-in 0		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$6,415.00**

Buyboard 703-23

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

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
Date: September 9, 2025

Agenda Item:
Consider and act upon an Interlocal Agreement for School Resource Officers between the City of Celina and Celina ISD. (Cullison)

Background Information:
This Interlocal Agreement for School Resource Officers is made between the Celina Independent School District (CISD) and the City of Celina for the purpose of establishing the terms under which the City will provide the District with School Resource Officers (SROs).

The City agrees to assign seven (7) police officers and one (1) sergeant to serve as SROs to the (CISD) campuses located within the Celina corporate limits. CISD pays for 75 percent of the cost of the police officers, and the City pays for the remaining 25 percent of the cost of the police officers. Conversely, CISD pays for 25 percent of the cost of the SRO sergeant, and the City pays for the remaining 75 percent of the cost for the SRO sergeant. The SROs will be assigned to the high school, middle school, and elementary schools but will respond to requests from the CISD Superintendent or his designee.

Legal Review:
The Interlocal Agreement has been reviewed by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. SRO Contract 25-26

Financial Consideration:
Total City Cost for SROs 25-26 - $342,699.50

Staff Recommendation:
Staff recommends approval.

Celina Police Department
SRO ILA

John A. Cullison #616
Police Chief
September 9, 2025



OVERVIEW

- Consider and act on the proposed Interlocal Agreement between the City of Celina and Celina Independent School District for School Resource Officers.
- The City will provide the district with (7) officers and (1) sergeant.
- Function: to provide campus security, investigate and deter criminal acts on school grounds. Serve as liaison between the school, Celina Police Department and other agencies of the juvenile justice system.

FUNDING

- CISD agrees to pay 75% of the (7) Officers' salary and benefits. The remaining 25% will be paid by the City.
- CISD agrees to pay 25% of the (1) Sergeants' salary and benefits. The remaining 75% will be paid by the City.
- Payments from CISD will be split into 4 quarterly payments
- Total cost for CISD: $701,388.50 ($175,347.13 per quarter)
- Total cost for City: $342,699.50

QUESTIONS?

STATE OF TEXAS §

§

COLLIN COUNTY §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CELINA AND CELINA INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers ("Agreement") is made between the City of Celina ("City") and the Celina Independent School District ("District") for the purpose of establishing the terms under which the City will provide the District with School Resource Officers ("SRO"s) (collectively referred to as the "Parties"). Pursuant to the provisions of the "Interlocal Cooperation Act", Texas Government Code, Chapter 791, as amended, the Parties to this Agreement have determined that the most economic and efficient manner to fulfill their obligations to the students and staff at the District and to the tax paying citizens of the City and the District is to enter into this Agreement between and among themselves, and therefore have agreed and do hereby agree, as follows:

I. CITY RESPONSIBILITIES

(a) School Resource Officers (SROs)

(1) **Officers provided**. The City agrees to assign seven (7) full-time certified police officers and one (1) full-time sergeant to serve as SROs to the District campuses located within the City's corporate limits for Term as defined herein below. The SROs will be assigned to the high school, middle school, and elementary schools but will also respond to requests from the Superintendent or his designee in accordance with this Agreement.

(2) **Functions.** The SROs shall have the following responsibilities:

(A) Provide campus security and safety to the District's students, personnel, and any person in the jurisdiction of the SROs, in accordance with the duties of a commissioned police officer of the City;
(B) Assist in limiting access to the school grounds to authorized persons;
(C) Eject a person from school property under the District's control in accordance with Texas Penal Code, Section 30.05;
(D) Investigate and deter criminal acts on school grounds;

(E) Serve as liaison between the school, Celina Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system;

(F) Attempt to identify and counter deviant behavior, such as gang activity, through information gained from assistance to young people and performance of other responsibilities;

(G) At least once each school year, offer to provide instruction to elementary students in a firearms accident prevention program, as determined by the District, and required pursuant to Texas Occupations Code, Section 1701.603;

(H) Be available as a resource to teach, lead discussion, or offer information on topics on which the SRO has special competence due to law enforcement training, such as safety or drug education;

(I) Take a proactive role to provide a high visibility crime deterrent and police presence on school property, including, but not limited to, buildings, parking lots, and athletic fields, in order to effectively promote security and order in the schools; and

(J) SROs shall take primary lead in responding to any reports of criminal conduct on school grounds. The SRO will be promptly notified when a report of criminal conduct on school grounds is made to any school official.

(K) SROs shall not engage in relationships of a romantic or sexual nature with any District employee while serving as an SRO, regardless of the school to which the SRO is assigned. In the event that a romantic relationship ensues between an SRO and a District employee, the SRO shall immediately notify their supervisor and may be subject to transfer of assignment by the Celina Police Department. Additionally, while present on a school campus or District property, an SRO is strictly prohibited from having romantic, physical, and/or sexual encounters with a District employee.

(b) **Working conditions.** During the regular school term, on instructional days on Monday through Friday, the SRO will work an eight (8) hour day with specific reporting/exit times determined by mutual consent between the District and the Celina Police Department. Exceptions to such duty may arise when an assigned SRO is in required training or otherwise temporarily required elsewhere as determined by the City. SROs are still considered a non-exempt employee under the Fair Labor Standards Act and are subject to its provisions as well as department and city policy relating to overtime. Average number of hours worked each week will be no more than 40 hours. All overtime requests will be reviewed and approved by Celina Police Department administration.

(c) **Unavailability.** In the event a SRO is absent from work, he is to notify both his supervisor at the Celina Police Department along with the principal of the SRO's assigned school. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's law enforcement duties with the Celina Police Department. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. In the sole judgement of the City, it may temporarily reassign a SRO to respond to a City obligation or emergency; in such case of emergency, notice prior to reassignment may not be feasible. From time to time, a SRO may be unavailable due to training, court, or other required City assignments; in such cases, the City shall provide the District notice by notifying the principal of the assigned school and the Superintendent ten (10) days prior to the unavailability; if ten (10) days prior notice is not possible, the City shall provide such notice as soon as City becomes aware of the availability of the SRO.

The SROs will accrue holiday and vacation time at the rate allowed by City policy. Holidays and vacation may be scheduled to coincide with school holidays and closures. The SROs should make a reasonable effort to accomplish as much required training as possible during school holidays and closures when reasonably practicable.

The Chief of the Celina Police Department (the "Chief"), in his sole discretion shall have the power and authority to schedule all leave and training for the SROs as he deems necessary.

In the event of a resignation, retirement, dismissal, or reassignment of a SRO, or in the case of a long-term absence (longer than a period of thirty (30) days) of a SRO, the City will provide a temporary replacement for the SRO within a reasonable period of time from the notice of such absence, dismissal, resignation, retirement or reassignment.

(d) **Direction.** It is expressly understood that SROs are first and foremost law enforcement officers of the Celina Police Department and shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Celina Police Department, but shall work upon the request and with the direction of the District Superintendent or his designee.

(e) **Reassignment.** If a principal or the Superintendent is not satisfied with the performance of the assigned SRO, they may request the transfer of the SRO in writing, specifying the reason for the request. The Chief will use his professional discretion in deciding whether to transfer and replace the SRO. A good faith effort shall be made by the Chief to address any concerns of the principal or Superintendent expressing the complaint.

(f) **Training and equipment.** The SRO shall wear a police uniform and carry a service weapon while on duty at the school. The City agrees to provide the SRO with office supplies and all forms required in the performance of his duties. The City shall provide law enforcement training and certification as required by law, and other police equipment including communication equipment necessary to allow the SRO to communicate with the City Police Department and other officers. The SROs must be licensed as provided by Texas Occupations Code, Chapter 1701. The District shall provide any equipment necessary to allow the SRO to communicate with school staff if desired by the District.

(g) **Law enforcement.** The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. In carrying out any law enforcement duties including any investigations, interviews, and searches relating to juveniles, a SRO shall follow the guidelines of the local, state, and federal law, including the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, and Chapter 1701 of the Texas Occupations Code, as well as District policies and safety programs, and the policies and procedures of the Celina Police Department. It is understood that local, state, and federal law prevails over any conflicting District policies and procedures, and a SRO shall act in accordance with a prevailing law in the case of a conflict.

The SRO shall notify the school principal of all occurrences of any investigation of a crime on District campuses, and if the SRO finds, in his or her discretion, that, through investigation, charges may be brought against a juvenile, all custodial arrests or detentions of a student. Prior to removal of a student from the school premises, a SRO shall notify the school principal of removal.

(h) **Selection of SROs.** When a SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should not be on probation with the Celina Police Department and have at least two years of law enforcement experience with a Texas police department. Officers should indicate interest in a SRO position by sending a memo requesting consideration to the Chief or his designee. The District will be consulted with about the selection, and officers tentatively selected to fill any vacant SRO position will meet with school officials prior to final staffing. The SROs serving as of the Effective Date shall be one (1) Sergeant and seven (7) Officers. Any replacement officers or additional officers appointed shall be selected by the Chief. The Chief will be the final deciding authority on SRO staffing.

Annually, an SRO Sergeant will conduct a review of SRO assignments in conjunction with both Celina Police Department and the District.

(i) **Confidentiality.** In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations Title 34, Part 99 of the Code of Federal Regulations ("FERPA") and the District Board Policy. The District agrees to provide SROs access to student records to the extent permitted under FERPA. All SROs provided with student records shall follow the same rules as District employees concerning privacy of the records and shall return the records to the District upon completion of their assignment. The City agrees that any student information obtained from the District will be used solely for legitimate law enforcement and educational purposes in accordance with all applicable federal, state, and local laws, rules and regulations. The City agrees to provide the District access to information, to the extent required or permitted by law, pertinent to the safety of any party that the District is responsible for, and all information pertinent to investigations. Nothing contained herein shall restrict an officer's method of response during health or safety emergencies, investigations of criminal activity, or response to behavior that violates criminal laws or threatens the safety of a student or others.

(j) **Reasonable Suspicion**. The SRO shall be considered a "school official" for purposes of carrying out searches and seizures based on reasonable suspicion as it pertains to immediate safety and security issues in regard to the school facilities, the students, or staff. *New Jersey v. T.L.O.*, 469 U.S. 325, 326 (1985).

(k) **Extracurricular Activities**. From time to time, the District may have the need for a SRO to perform security services at extracurricular activities. It is understood and agreed that any overtime of such security services will be paid by the City, and such overtime will be invoiced quarterly by the City to the District. The District shall be responsible for reimbursement of such overtime fees to the City on a quarterly basis, and paid in accordance with the terms of this Agreement.

II. DISTRICT RESPONSIBILITIES

(a) **Cooperation.** The District agrees to fully cooperate with the City in the implementation of this Agreement.

(b) **Prompt payment.** The District shall remit funds to the City in a timely manner following receipt of a City invoice.

(c) **Office Space.** The District agrees to provide the SROs with an office containing appropriate furnishings and a computer workstation capable of connecting to the Celina Police Department Local Area Network. The SRO

may be required to sign an 'Acceptable Use Agreement' regarding use of District computer networks and internet access.

III. CONSIDERATION

(a) **Source of funding.** Each party paying for the performance of services required by this Agreement shall make those payments from current revenues available to the paying party.

(b) **Payments by District.** The District agrees to pay the City an amount equal to seventy-five percent (75%) of each SRO's total salary and benefits and twenty-five percent (25%) of the SRO Sergeants total salary and benefits, as incurred by the City under this Agreement, and described in Exhibit "A". Salary and benefits includes base pay, Salary Increases, longevity pay, incentive pay, FLSA, court attendance costs, Medicare, workers' compensation insurance, group health insurance, retirement. The total salary and benefits does not include overtime pay.

Each SRO's salary and benefits, listed in Exhibit "A", shall be split into four equal payments (the "Quarterly Payments"). Each Quarterly Payment shall be remitted by the District to the City on or before the twentieth (20th) day of each month following the completion of a calendar quarter.

(c) **Overtime.** Any overtime pay must be invoiced separately by the City to the Distict. Unless a public necessity exists any officer overtime must first be approved in writing by the District. Overtime shall include training, security services for extracurricular activities and special events, and any other service in which overtime is agreed upon by the Parties or addressed in this Agreement. Payment of overtime shall be remitted by the City on or before the twentieth (20th) day following receipt of invoice.

(d) **Renegotiated annually.** Prior to August 1 of each upcoming school year, the City will provide an estimate to the District outlining the total salary and benefits of SROs, and a total cost of the Agreement, for the next fiscal year. This estimate is understood to be an estimate only, and may be subject to reasonable change prior to the start date of the school year or during the school year at the beginning of the City's Fiscal Year. The payments under this Agreement may be renegotiated annually, and any changes to total salary and benefits, and total cost of the Agreement shall be documented by an Addendum, on or before August 1 of each year, signed by both parties.

IV. TERM

(a) **Initial term.** The term of this Agreement shall be effective the _____ day of _____ (the "Effective Date"), and shall continue thereafter for a period of five (5) years beginning on the Effective Date, continuing on a year-to-year basis or until either party gives the other party ninety (90) days written notice of intent to terminate.

(b) **Termination.** This Agreement may be terminated by either party at any time at its sole option, with or without cause, and without prejudice by giving ninety (90) days written notice of termination, except as provided in Section VII(d) of this Agreement. In the event of termination of this Agreement, the District shall be entitled to a pro-rated refund for any time period paid for but SRO services are not provided by the City,

V. INDEPENDENT CONTRACTOR RELATIONSHIP

The City shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant or employee of the District. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of *respondent superior* shall not apply as between the City and the District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the District. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, or any program participant hereunder is in the paid service of the City. It is also expressly understood that the police officers assigned to this program are employees of the City, and will be paid by the City. The Chief may discipline, reassign, or dismiss the SRO based upon the City and Celina Police Department policies and procedures. In the event an assigned SRO is reassigned from SRO duties, or dismissed from the Celina Police Department, the City shall provide a replacement officer to the school. In the event that the SRO is reassigned or dismissed, the District will not be required to compensate the City for the affected SRO for the time period for which the SRO is removed and no replacement is available. Further, City will reimburse the District for any time period not served by the SRO and for which City has already received payment if longer than thirty (30) days.

VI. NOTICES AND ADMINISTRATION

District and City shall each monitor, review and provide oversight of the services as they are provided, and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any services becomes unsatisfactory.

All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to:
John Cullison, Celina Police Chief
3025 S. Coit Road
Celina, TX 75009

If intended for District, to:
Dr. Tom Maglisceau, Superintendent Celina Independent School District
205 S. Colorado Street
Celina, TX 75009

VII. MISCELLANEOUS PROVISIONS

(a) **District property**. The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, destroyed, or damaged.

(b) **Non-discrimination - age**. Both Parties agree that neither a party nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(c) **Non-discrimination - other**. Both Parties, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, disability, national origin, and will not permit its officers, members, agents, employees, program participants, subcontractors, licensees, or invitees, to engage in such discrimination.

(d) **Termination**. The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the material terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even

without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party.

(e) **Severability**. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

(f) **Enforcement**. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred by this Agreement shall not be construed as a waiver or relinquishment of that party's right to assert or rely upon any term or right on any future occasion.

(g) **Venue**. This Agreement is entered into and performable in Collin County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue shall lie in Collin County, Texas.

(h) **Entire agreement**. This written instrument constitutes the entire agreement by the Parties concerning SROs, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms of this Agreement is void. This Agreement has been approved by the governing bodies of each party. Changes in the total number of SROs to be provided by the City and the duty hours to be worked by the SROs shall be determined by mutual consent of the parties.

(i) **Attorney's fees**. The City and the District expressly agree that in the event of an adjudication of a claim which includes a legal proceeding brought under or relating in any way to this Interlocal Agreement for School Resource Officers, the prevailing party shall recover its reasonable and necessary attorney's fees as authorized by Texas Local Government Code, Section 271.159.

(j) **Immunity**. This Agreement is expressly made subject to the City and District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be

deemed to waive, modify or amend any legal defense available at law or in equity to City or District or to create any legal rights or claim on behalf of any third party. Neither City nor District waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(k) **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.

EXECUTED this _____ day of _____, 2025 .

EXHIBIT "A"

Officer D. Thomas

Salary $100,396.00
Benefits$30,534.00

Total: $130,930.00

District's portion of total compensation: $98,197.50
City's portion of total compensation: $32,732.50

Officer C. Guidera
Salary $98,374.00
Benefits$44,417.00
Total: $142,791.00

District's portion of total compensation: $107,093.25
City's portion of total compensation: $35,697.75

Officer N. Flynn

Salary $89,371.00
Benefits $28,148.00
Total: $117,519.00

District's portion of total compensation: $88,139.25
City's portion of total compensation: $29,379.75

Officer D. Terry

Salary $90,771.00
Benefits $34,266.00
Total: $125,037.00

District's portion of total compensation: $93,777.75
City's portion of total compensation: $31,259.25

Officer C. Coduti

Salary $95,877.00
Benefits $30,105.00
Total: $125,982.00

District's portion of total compensation: $94,486.50
City's portion of total compensation: $31,495.50

Officer V. Tek

Salary $85,647.00
Benefits $33,191.00
Total: $118,838.00

District's portion of total compensation: $89,128.50
City's portion of total compensation: $29,709.50

Officer C. Lang

Salary $86,307.00
Benefits $33,329.00
Total: $119,636.00

District's portion of total compensation: $89,727.00
City's portion of total compensation: $29,909.00

Sgt. S. DiGeorge

Salary	$123,126.00
Benefits	$40,229.00
Total:	$163,355.00

District's portion of total compensation:
$40,838.75City's portion of total compensation:
$122,516.25

TOTAL COST OF SALARIES AND BENEFITS
2025/2026:

District's portion of total cost of salaries and benefits:
$701,388.50 ($175,347.13 per quarter)

City's portion of total cost of salaries and benefits:
$342,699.50

SIGNATURE PAGE
FOR INTERLOCAL AGREEMENT FOR
SCHOOL RESOURCE OFFICERS

CITY OF CELINA

BY:

_____
ROBERT RANC, CITY MANAGER

ATTEST:

_____
ASHLEY OWENS, CITY SECRETARY

CELINA INDEPENDENT SCHOOL DISTRICT

BY:

_____
JEFF GRAVLEY, PRESIDENT
BOARD OF TRUSTEES

ATTEST:

_____
SARAH WOOD, SECRETARY
BOARD OF TRUSTEES

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
Date: September 9, 2025

Agenda Item:
Consider and act to approve an amendment to contract 2021-398 with Collin County for dispatch services in the amount not exceed $497,083.00. (Cullison)

Background Information:
The Celina Police and Fire Departments partner with the Collin County Sheriff's Office for dispatch services, as the City lacks the infrastructure to support an Emergency Communications Center (Dispatch) for both police and fire services. The county currently provides support to Celina and 12 other cities throughout Collin County.

This is the fourth renewal of Contract 2021-398. Payment for October 1, 2025 - September 30, 2026, is $497,083.00. Payments will be made in four quarterly installments of $124,270.75. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2026, the fee will be $108.00 per radio and may be updated annually by PAWM. The City has 118 registered radios.

Legal Review:
NA

Supporting Documents:
1. Staff Presentation
2. FY2026 Dispatch Amendment 4
3. FY2026 50003 Dispatch Fees
4. FY2026 50003 Dispatch Fees Projections

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 approval.

Celina Police Department
Collin County Dispatch Services ILA

John A. Cullison #616
Police Chief
September 9, 2025



OVERVIEW

- Consider and act to sign the Collin County Dispatch Services ILA.
- This is an annual agreement for dispatch services. The partnership with Collin County provides us with a service that is needed due to the lack of infrastructure to support an Emergency Communications Center for both police and fire services.
- The renewal cost for FY26 will be $497,083.00, with payments being made quarterly in the amount of $124,270.75.

FUNDING

- The funds will be available in the FY26 budget cycle
- Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

QUESTIONS?

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 2021-398
Contract: Dispatch Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2025 through September 30, 2026.

Item #2: Update Section 5.01 Compensation clause of the agreement to the following-

Payment for contract year October 1, 2025, through September 30, 2026, is $497,083.00. Payments will be made in four quarterly installments of $124,270.75. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2026, the fee will be $108.00 per radio and may be updated annually by PAWM.

From:
Payment for contract year October 1, 2024, through September 30, 2025, is $311,146.00. Payments will be made in four quarterly installments of $77,786.50. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2025, the fee will be $108 per radio and may be updated annually by PAWM.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 4 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2025.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-979-10-04

Amendment	No. 1	Court Order No.	2022-913-09-19	Summary	One year Renewal
Amendment	No. 2	Court Order No.	2023-933-10-02	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.	2024-1201-11-11	Summary	One year Renewal, fees updated
Amendment	No. 4	Court Order No.		Summary	One year Renewal, fees updated

FY 2026 Radio Cost

Outside Agency	PD Radios as of 03/17/25	PAWM Fee per Radio	PAWM Cost	Collin County Radio/Dispatch Fee	Grand Total
Anna	59	$ 108	$ 6,372	$ 271,635	$ 278,007
Anna ISD	7	$ 108	$ 756	$ 18,526	$ 19,282
Celina	118	$ 108	$ 12,744	$ 497,083	$ 509,827
Celina ISD	-	$ 108	$ -	$ -	$ -
Community ISD	12	$ 108	$ 1,296	$ 30,613	$ 31,909
Fairview	41	$ 108	$ 4,428	$ 152,752	$ 157,180
Farmersville	26	$ 108	$ 2,808	$ 101,525	$ 104,333
Farmersville ISD	12	$ 108	$ 1,296	$ 30,650	$ 31,946
Josephine	26	$ 108	$ 2,808	$ 101,750	$ 104,558
Lavon	29	$ 108	$ 3,132	$ 134,149	$ 137,281
Melissa	43	$ 108	$ 4,644	$ 212,822	$ 217,466
Melissa ISD	20	$ 108	$ 2,160	$ 51,972	$ 54,132
Princeton	148	$ 108	$ 15,984	$ 504,440	$ 520,424
Melissa FD	40	$ 108	$ 4,320	$ 117,487	$ 121,807
Outside Agency Total	581	$ 108	$ 62,748	$ 2,225,404	$ 2,288,152
Collin County	1,107	$ 108	$ 119,556	$ 3,426,237	$ 3,545,793

Outside Agency	FY 2024 Actual	FY 2025 Actual	PD Radios as of 03/17/25	**FY 2026** TOTAL	FY 2027 Projected TOTAL	FY 2028 Projected TOTAL	FY 2029 Projected TOTAL	FY 2030 Projected TOTAL
Anna	204,990	262,029	59	**271,635**	296,571	334,655	375,756	425,978
Anna ISD	8,570	15,075	7	**18,526**	20,065	24,301	26,862	28,773
Celina	210,995	311,146	118	**497,083**	540,538	585,601	663,108	730,838
Celina ISD	5,799	6,909	-	**0**	-	-	-	-
Community ISD	19,583	23,585	12	**30,613**	33,160	35,334	42,207	45,152
Fairview	117,733	131,422	41	**152,752**	170,748	186,490	211,586	229,099
Farmersville	71,537	82,752	26	**101,525**	109,860	118,271	138,799	150,494
Farmersville ISD	20,208	28,328	12	**30,650**	35,920	41,172	45,454	48,625
Josephine	47,117	65,578	26	**101,750**	115,544	130,126	151,891	171,339
Lavon	76,296	110,879	29	**134,149**	150,559	165,389	185,718	208,946
Melissa	119,006	139,515	43	**212,822**	235,642	260,422	299,261	332,862
Melissa ISD	16,103	23,708	20	**51,972**	61,733	74,502	82,293	94,917
Princeton	183,188	255,134	148	**504,440**	551,445	606,437	685,705	747,634
Melissa FD	-	105,688	40	**117,487**	132,652	153,465	176,616	189,811
Outside Agencies Total Allocation	1,101,125	1,561,748	581	**2,225,404**	2,340,191	2,582,898	2,931,825	3,240,433
Fire Departments			FD Radios					
Anna FD			56	159,834	-	-	-	-
Celina FD			57	165,360	-	-	-	-
Farmersville FD			50	137,437	-	-	-	-
Princeton FD			67	197,235	-	-	-	-
FD Total			230	659,866	-	-	-	-
					-	-	-	-
Collin County Allocation	-	0	697	2,281,504	-	-	-	-
Collin County Allocation w/FD	2,458,038	3,176,176	927	**3,426,237**	3,763,776	4,115,199	4,756,782	5,307,564
Volunteer Fire Dept.			VFD Radios					
Blue Ridge FD			23	60,910				
Josephine FD			27	74,090				
Lavon FD			32	89,812				
Lowry Crossing FD			19	50,422				
Nevada FD			35	91,845				
Westminister FD			24	64,551				
Weston FD			20	53,237				
			180	484,867				
Allocation Percentage	90%	100%		**100%**	100%	100%	100%	100%
Total Cost	3,559,163	4,632,236	1,688	**5,651,642**	6,103,968	6,698,097	7,688,606	8,547,998
% County		69%		61%	62%	61%	62%	62%
% Outside Law Enforcement		34%		51%	38%	39%	38%	38%
% Fire Departments				0%	0%	0%	0%	0%

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
Date: September 9, 2025

Agenda Item:
Consider and act to approve an amendment to contract 2020-366 for Jail Services with Collin County for a contractual cost of $152.18 per inmate, per day. (Cullison)

Background Information:
Collin County provides jail and inmate services for the City of Celina. The Celina Police Department partners with the Collin County Sheriff's Office, as the City lacks the infrastructure to support housing arrested persons. The county currently provides support to Celina and a dozen other cities throughout Collin County. To pay for these services, the City approves an annual amendment to the original agreement (Contract 2020-366).

This is the fourth renewal of Contract 2020-366. The renewal cost is $152.18 per day, per inmate. This represents a $24.38 per day, per inmate increase from FY25.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. FY26 Jail Services Amendment 5 - City of Celina
3. FY2026 Inmate Housing Fees Detail

Financial Consideration:
The cost of this amendment will not exceed the City's budgeted amount.

Staff Recommendation:

Staff recommends approval.

Celina Police Department
Collin County Jail Services ILA

John A. Cullison #616
Police Chief
September 9, 2025



OVERVIEW

- Consider and act to sign the Collin County Jail Services ILA.
- This is an annual agreement for jail and inmate services. The partnership with Collin County provides us with a service that is needed due to the lack of infrastructure to support housing arrested persons.
- The renewal cost for FY26 will be $152.18 per inmate, per day. This is an increase of $24.38 per day from FY25.

FUNDING

- The funds will be available in the FY26 budget cycle
- Expenditures will not exceed funds appropriated.

QUESTIONS?

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio
Celina, TX 75009

Contract No. 2020-366
Contract: Jail Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: The agreement will be renewed for a period of one (1) year, beginning October 1, 2025, through and including September 30, 2026.

Item #2: Charges for fiscal year 2026: $ 152.18

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 5 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2025.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-711-08-10

Amendment	No. 1	Court Order No.	2021-777-08-16	Summary	One year renewal; fees updated
Amendment	No. 2	Court Order No.	2022-1200-11-07	Summary	One year renewal; fees updated
Amendment	No. 3	Court Order No.	2023-953-10-02	Summary	One year renewal; fees updated
Amendment	No. 4	Court Order No.	2024-1204-11-11	Summary	Renewal, Fees, Sec. 8 updated
Amendment	No. 5	Court Order No.		Summary	One year renewal; fees updated

	FY 2024 Fee	FY 2025 Fee	FY 2026 Fee	FY 2027 Estimated Fee	FY 2028 Estimated Fee	FY 2029 Estimated Fee	FY 2030 Estimated Fee	FY 2031 Estimated Fee
	Actual FY 2022	*Actual FY 2023*	*Actual FY 2024*	*Budget FY 2025*	*Projected FY 2026*	*Projected FY 2027*	*Projected FY 2028*	*Projected FY 2029*
Expenditure								
Total Direct Cost	$ 41,426,814	$ 48,335,615	$ 59,417,310	$ 68,756,201	$ 79,144,681	$ 91,712,325	$ 105,483,095	$ 120,442,796
Indirect Cost Allocation	8,074,086	10,822,344	10,837,717	12,541,131	14,435,990	16,728,328	19,240,116	21,968,766
Fixed Asset Depreciation	1,918,564	2,016,953	1,779,098	3,537,351	3,482,492	3,330,182	3,308,603	3,257,086
Total Expenditure	51,419,464	61,174,912	72,034,126	84,834,683	97,063,163	111,770,836	128,031,814	145,668,648
Revenue								
SCORE Grant Program	309,542	350,974	354,492	400,000	410,000	420,250	430,756	441,525
SCAPP: 04 Intergov Rev	-	-	-	-	-	-	-	-
SCAPP: 04 Fed Inmate Salary	-	-	-	-	-	-	-	-
SCAPP: 04 Int Earnings	-	-	-	-	-	-	-	-
SCAAP: 51 Invest Earnings	2,250	13,978	3,018	-	-	-	-	-
SCAAP: 51 Estimate	-	-	-	-	-	-	-	-
SCAAP: 51 Fed Earnings	253,121	491,932	-	-	-	-	-	-
SCAAP: 51 Texpool	-	-	-	-	-	-	-	-
SCAAP: 51 Depository Pool	66	112	85	-	-	-	-	-
SCAAP: 51 ICS	-	-	-	-	-	-	-	-
Medical Services	37,483	35,642	37,135	34,000	34,850	35,721	36,614	37,530
Pay Phone Commission	903,582	833,365	874,716	875,000	300,000	307,500	315,188	323,067
Meals	18,989	20,419	70	100	103	105	108	110
Total Revenue	1,525,034	1,746,424	1,269,516	1,309,100	744,953	763,576	782,666	802,232
Net Cost of Detention Operations	49,894,429	59,428,488	70,764,610	83,525,583	96,318,210	111,007,259	127,249,149	144,866,415
Capacity	465,010	465,010	465,010	481,480	541,873	597,505	597,505	597,505
Cost Per Inmate - Capacity Population	$ 107.30	$ 127.80	$ 152.18	$ 173.48	$ 177.75	$ 185.78	$ 212.97	$ 242.45

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
Date: September 9, 2025

Agenda Item:
Consider and act to approve an annual amendment to contract 01357-09 with Collin County for Animal Control Services for an amount not to exceed $230,680.00. (Figueroa)

Background Information:
Council authorized an agreement with Collin County to provide animal control services in 2006. The agreement is amended each year to modify the term and amount. This amendment extends the term beginning October 1, 2025, through September 30, 2026. The City partners with the County, as the City lacks the infrastructure to support such services. The county currently provides support to Celina and other cities throughout Collin County.

This is the nineteenth renewal of the contract 01357-09. The renewal cost is $230,680.00.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. FY26 Animal Control Amendment 19 - City of Celina
3. FY 2026 Animal Control Billing Fees

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 approval.

Collin County Animal Control Services

Andrew Figueroa
September 9, 2025



AGENDA OVERVIEW

- Consider and act to approve an amendment to contract 01357-09 with Collin County for Animal Control Services in an amount not to exceed the annual budget.

- This is an annual agreement for animal control services with Collin County. The City partners with the County, as the City lacks the infrastructure to support such services. The county currently provides support to Celina and other cities throughout Collin County.

- This is the nineteenth renewal of contract 01357-09. The renewal cost is $230,680.00.

FY 2026 Animal Control Billing Worksheet

Larger Entities / Original Entities

	Population* NCTCOG 2025 Estimate	% of Charges	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed
Anna	34,100	10.35%	$ 99,604	$ 8,797	$ 108,402	$ 3,959	$ (22,772)	$ 127,214
Celina	61,834	18.77%	$ 180,614	$ 15,952	$ 196,566	$ 7,179	$ (41,293)	$ 230,680
Fairview	11,232	3.41%	$ 32,808	$ 2,898	$ 35,706	$ 1,304	$ (7,501)	$ 41,902
Melissa	26,234	7.96%	$ 76,628	$ 6,768	$ 83,396	$ 3,046	$ (17,519)	$ 97,869
Princeton	43,126	13.09%	$ 125,969	$ 11,126	$ 137,095	$ 5,007	$ (28,800)	$ 160,887
Prosper	46,087	13.99%	$ 134,618	$ 11,890	$ 146,508	$ 5,351	$ (30,777)	$ 171,933
Collin County	101,891	30.92%	$ 297,619	$ 26,286	$ 323,905	$ 11,830	$ (68,043)	$ 380,118
Farmersville	4,976	1.51%	$ 14,535	$ 1,284	$ 15,818	$ 578	$ (3,323)	$ 18,564
Totals	**329,480**	**100%**	**$ 962,395**	**$ 85,000**	**$ 1,047,395**	**$ 37,677**	**$ (220,027)**	**$ 1,229,168**

***Yearly Capital Charge Covers Any/All Equipment Replacement Costs*

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding $20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY 2026 Billing Breakout		
Total Billed:	$	1,047,395
Smaller Entities:	$	38,255
Total +/- back	**$**	**1,009,140**

Adjust. for FY 2024 Budget vs. Actual		
FY 2024 Billed	$	656,739
FY 2024 Actual	$	876,766
Total +/- back	**$**	**(220,027)**

Smaller Entities / Added Later

	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed
Lavon			$ 3,150			$ 3,150
Lucas			$ 19,030			$ 19,030
Nevada			$ 1,575			$ 1,575
Weston			$ 2,500			$ 2,500
Blue Meadow MUD No. 1			$ 2,000			$ 2,000
North Collin County MUD No. 1			$ 2,000			$ 2,000
Van Alstyne MUD No. 3			$ 2,000			$ 2,000
Magnolia Pointe MUD No. 1			$ 2,000			$ 2,000
Van Alstyne MUD No. 2			$ 2,000			$ 2,000
East Collin MUD No. 1			$ 2,000			$ 2,000
			$ 38,255			**$ 38,255**

Grand Total: $ 1,267,423

Grand Total is the total billed amount for the larger and smaller entities combined.

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	No. 1	Court Order No.	2007-902-10-09	Summary	One year Renewal, fees updated
Amendment	No. 2	Court Order No.	2009-056-01-27	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.	2009-553-07-27	Summary	One year Renewal, fees updated
Amendment	No. 4	Court Order No.	2010-917-11-08	Summary	One year Renewal, fees updated
Amendment	No. 5	Court Order No.	2011-561-08-15	Summary	One year Renewal, fees updated
Amendment	No. 6	Court Order No.	2012-901-12-10	Summary	One year Renewal, fees updated
Amendment	No. 7	Court Order No.	2013-938-11-11	Summary	One year Renewal, fees updated
Amendment	No. 8	Court Order No.	2014-989-12-15	Summary	One year Renewal, fees updated
Amendment	No. 9	Court Order No.	2016-017-01-04	Summary	One year Renewal, fees updated
Amendment	No. 10	Court Order No.	2017-031-01-23	Summary	One year Renewal, fees updated
Amendment	No. 11	Court Order No.	2017-821-10-09	Summary	One year Renewal, fees updated
Amendment	No. 12	Court Order No.	2018-995-11-19	Summary	One year Renewal, fees updated
Amendment	No. 13	Court Order No.	2019-890-10-07	Summary	One year Renewal, fees updated
Amendment	No. 14	Court Order No.	2021-328-04-12	Summary	One year Renewal, fees updated, Added Force Majeure
Amendment	No. 15	Court Order No.	2021-805-08-23	Summary	One year Renewal, fees updated
Amendment	No. 16	Court Order No.	2022-1053-10-03	Summary	One year Renewal, fees updated
Amendment	No. 17	Court Order No.	2023-1016-10-09	Summary	One year Renewal, fees updated
Amendment	No. 18	Court Order No.	2024-1150-10-28	Summary	One year Renewal, fees updated
Amendment	No. 19	Court Order No.		Summary	One year Renewal, fees updated

QUESTIONS?

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 01357-09
Contract: Interlocal Agreement for Animal Control Services City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2025, through and including September 30, 2026, at the rate indicated below.

Item #2 Total Amount for fiscal year 2026: $ 230,680.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 19 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2025.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	No. 1	Court Order No.	2007-902-10-09	Summary	One year Renewal, fees updated
Amendment	No. 2	Court Order No.	2009-056-01-27	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.	2009-553-07-27	Summary	One year Renewal, fees updated
Amendment	No. 4	Court Order No.	2010-917-11-08	Summary	One year Renewal, fees updated
Amendment	No. 5	Court Order No.	2011-561-08-15	Summary	One year Renewal, fees updated
Amendment	No. 6	Court Order No.	2012-901-12-10	Summary	One year Renewal, fees updated
Amendment	No. 7	Court Order No.	2013-938-11-11	Summary	One year Renewal, fees updated
Amendment	No. 8	Court Order No.	2014-989-12-15	Summary	One year Renewal, fees updated
Amendment	No. 9	Court Order No.	2016-017-01-04	Summary	One year Renewal, fees updated
Amendment	No. 10	Court Order No.	2017-031-01-23	Summary	One year Renewal, fees updated
Amendment	No. 11	Court Order No.	2017-821-10-09	Summary	One year Renewal, fees updated
Amendment	No. 12	Court Order No.	2018-995-11-19	Summary	One year Renewal, fees updated
Amendment	No. 13	Court Order No.	2019-890-10-07	Summary	One year Renewal, fees updated
Amendment	No. 14	Court Order No.	2021-328-04-12	Summary	One year Renewal, fees updated, Added Force Majeure
Amendment	No. 15	Court Order No.	2021-805-08-23	Summary	One year Renewal, fees updated
Amendment	No. 16	Court Order No.	2022-1053-10-03	Summary	One year Renewal, fees updated
Amendment	No. 17	Court Order No.	2023-1016-10-09	Summary	One year Renewal, fees updated
Amendment	No. 18	Court Order No.	2024-1150-10-28	Summary	One year Renewal, fees updated
Amendment	No. 19	Court Order No.		Summary	One year Renewal, fees updated

FY 2026 Animal Control Billing Worksheet

Larger Entities / Original Entities

	Population* NCTCOG 2025 Estimate	% of Charges	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed
Anna	34,100	10.35%	$ 99,604	$ 8,797	$ 108,402	$ 3,959	$ (22,772)	$ 127,214
Celina	61,834	18.77%	$ 180,614	$ 15,952	$ 196,566	$ 7,179	$ (41,293)	$ 230,680
Fairview	11,232	3.41%	$ 32,808	$ 2,898	$ 35,706	$ 1,304	$ (7,501)	$ 41,902
Melissa	26,234	7.96%	$ 76,628	$ 6,768	$ 83,396	$ 3,046	$ (17,519)	$ 97,869
Princeton	43,126	13.09%	$ 125,969	$ 11,126	$ 137,095	$ 5,007	$ (28,800)	$ 160,887
Prosper	46,087	13.99%	$ 134,618	$ 11,890	$ 146,508	$ 5,351	$ (30,777)	$ 171,933
Collin County	101,891	30.92%	$ 297,619	$ 26,286	$ 323,905	$ 11,830	$ (68,043)	$ 380,118
Farmersville	4,976	1.51%	$ 14,535	$ 1,284	$ 15,818	$ 578	$ (3,323)	$ 18,564
Totals	**329,480**	**100%**	**$ 962,395**	**$ 85,000**	**$ 1,047,395**	**$ 37,677**	**$ (220,027)**	**$ 1,229,168**

***Yearly Capital Charge Covers Any/All Equipment Replacement Costs*

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding $20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY 2026 Billing Breakout		
Total Billed:	$	1,047,395
Smaller Entities:	$	38,255
Total +/- back	**$**	**1,009,140**

Adjust. for FY 2024 Budget vs. Actual		
FY 2024 Billed	$	656,739
FY 2024 Actual	$	876,766
Total +/- back	**$**	**(220,027)**

Smaller Entities / Added Later

	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed
Lavon			$ 3,150			$ 3,150
Lucas			$ 19,030			$ 19,030
Nevada			$ 1,575			$ 1,575
Weston			$ 2,500			$ 2,500
Blue Meadow MUD No. 1			$ 2,000			$ 2,000
North Collin County MUD No. 1			$ 2,000			$ 2,000
Van Alstyne MUD No. 3			$ 2,000			$ 2,000
Magnolia Pointe MUD No. 1			$ 2,000			$ 2,000
Van Alstyne MUD No. 2			$ 2,000			$ 2,000
East Collin MUD No. 1			$ 2,000			$ 2,000
			$ 38,255			**$ 38,255**

Grand Total: $ 1,267,423

Grand Total is the total billed amount for the larger and smaller entities combined.

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
Date: September 9, 2025

Agenda Item:
Consider and act to purchase pavement marking services for the Public Works Department from Road Master Striping, through a cooperative contract with the City of Allen at the unit prices listed in RFB 2024-11-21 Pavement Markings Services, in an amount not to exceed $100,000.00. (Figueroa)

Background Information:
The Public Works Department requests approval to utilize pavement marking services provided by Road Master Striping LLC, through a cooperative contract with the City of Allen, at the unit prices listed in RFB 2024-11-21 Pavement Markings Services.

These services will be provided on an as-needed basis to perform pavement markings at various locations, including public streets and other municipal properties.

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

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Allen Pavement Markings Agreement-Signed
3. Allen Pavement Markings Renewal 1 Signed
4. Road Master Striping Pricing Sheet

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 approving the purchase as presented.

Pavement Marking Services

Andrew Figueroa
September 9, 2025



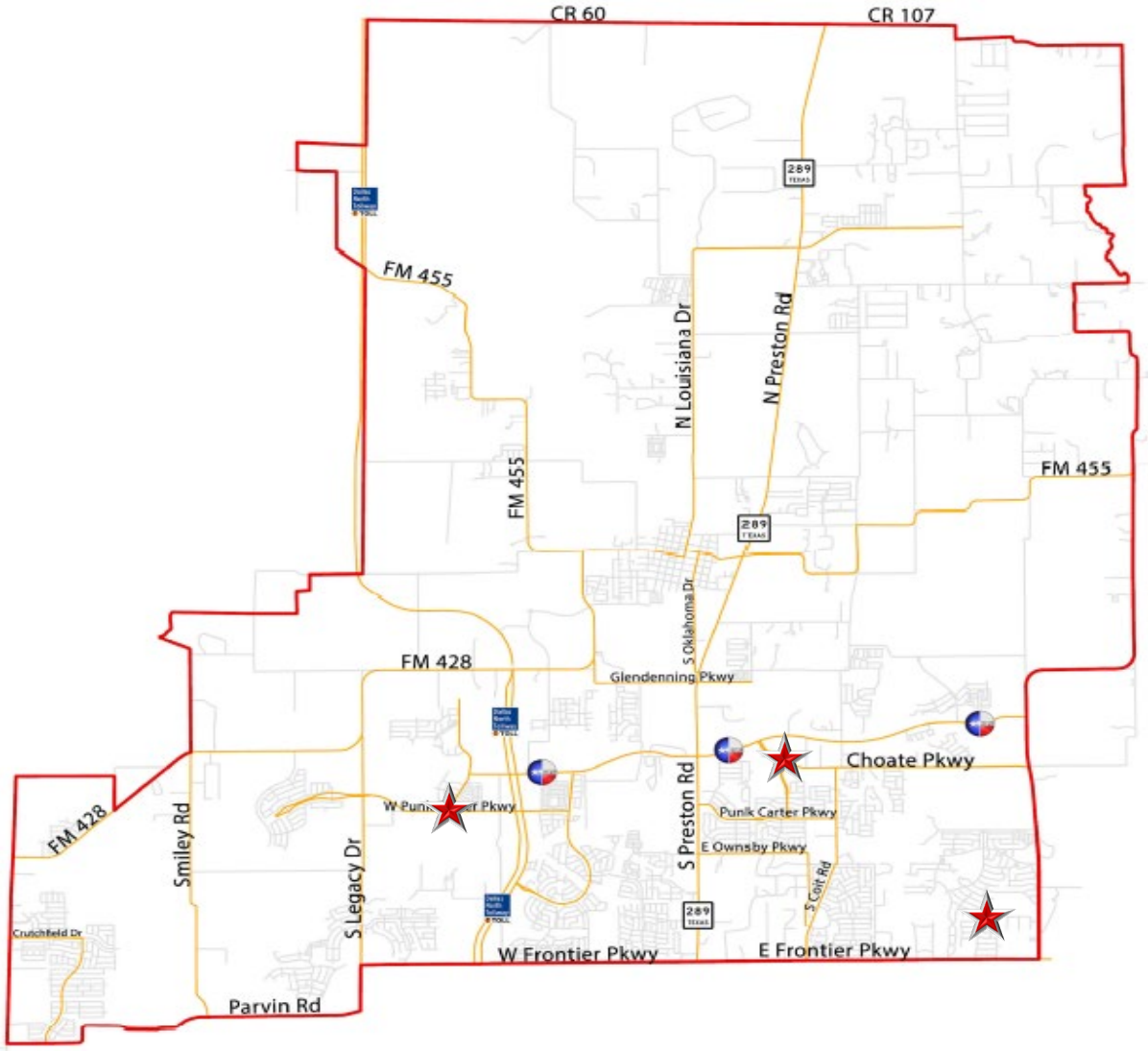
ITEM OVERVIEW

- Authorize the purchase of pavement marking services for the Public Works Department from Road Master Striping, through a cooperative contract with the City of Allen at the unit prices listed in RFB 2024-11-21 Pavement Markings Services.

- Funds will be committed at the issuance of a purchase order.

- The City maintains an executed Interlocal Agreement with the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirements while saving time and funding in the development of specifications of work during the process.

PROPOSED PAVEMENT MARKING LOCATIONS



QUESTIONS?

STATE OF TEXAS §
§ **AGREEMENT FOR SERVICES**
COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and **ROAD MASTER STRIPING**, a Limited Liability Corporation ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment and services (collectively the "Services") described in the Contract Documents (hereinafter defined) for **PAVEMENT MARKING SERVICE** (the "Project"); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the "Work");

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

Article I
Term; Termination

1.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date of execution (the "Initial term"). After the Initial Term City may renew the term of this Agreement under the same terms and conditions set forth herein for up to three (3) additional successive terms of one (1) year each (Each a "Renewal Term"). City shall exercise a "Renewal Term" by providing written notice to contractor prior to the expiration of the then current term.

1.2 Termination. This Agreement may be terminated upon any one of the following:

(a) by written agreement of the Parties;

(b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or

(c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section "Bankruptcy or Insolvency" shall mean the dissolution or termination of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II
Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

A. This Agreement;

B. The Contractor's Proposal attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III
Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents for the Services. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a TCEQ approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.5 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

3.6 Contractor Representations. Contractor represents and covenants that its forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.7 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.8 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear; protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. The Contractor

shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.9 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.10 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.11 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including waring appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

Article IV
Compensation and Method of Payment

4.1 General.

(a) Contract Price. City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed four hundred and fifty thousands ($450,000.00) (the "Contract Price") to be paid as set forth herein.

(b) Payment of the Contract Price. Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the

date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders and the amount of the Contract Price remaining to be paid.

4.2 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.3 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V
Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI
Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Work to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Road master Striping, LLC
Attn: Dino Vasquez
1301 SE McKinney ST,
Rice, TX 75155
903-326-4530-telephone

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than $2,000,000.00 (this policy shall be primary to any policy or polices carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of $2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of $1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of $1,000,000/$1,000,000/$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than $2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability insurance. This insurance shall be primary to any policy or polices carried by or available to City and shall be provided on a "following form basis.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S

OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

6.15 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

6.16 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signature Page to Follow]

EXECUTED this 3rd day of February, 2024.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 16th day of February, 2024.

ROAD MASTER STRIPING, LLC

By: _____
Dino Vasquez, President

CITY OF ALLEN
PURCHASING

February 25, 2025

Road Master Striping
Attn: Rozzana Cobos
1301 SE McKinney
Rice, Texas 75155

Subject: Notice to Proceed City of Allen Bid Number 2024-11-21 Pavement Markings
Initial Contract Term: March 4, 2024 through March 3, 2025
Renewal Option Year 1: March 4, 2025 through March 3, 2026
Renewal Option Year 2: March 4, 2026 through March 3, 2027
Renewal Option Year 3: March 4, 2027 through March 3, 2028

Dear Vendor:

Please allow this letter to serve as the second renewal notice for the above-mentioned contract for Pavement Markings. The renewal term will be for a period of one year, with two remaining renewal options.

All invoices submitted shall be at the contracted rate. Invoices may also be submitted electronically at accountspayable@cityofallen.org. The Purchase Order number must appear on each invoice.

Please acknowledge receipt and acceptance of this notice by signing below, and faxing to 214-509-4672 or email to ebadali@cityofallen.org.

Rozzana Cobos V. P. 2-25-25

Signature Title Date

If you have any questions concerning this award, please contact me immediately at 214-509-4631.

Respectfully,
Eva Badali
Eva Badali
Purchasing Agent

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

THERMOPLASTIC PAVEMENT MARKINGS (Surface preparation does not include removal of existing striping)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	5,000	LF	Furnish and Install Solid White or Yellow Traffic Paint (4") including surface preparation, complete and in place, for the sum of ____One-Thousand Seven-Hundred Fifty_____Dollars & _____Thirty Five_____Cents Per Linear Foot	$0.35	$1,750.00
2	5,000	LF	Furnish and Install Solid White or Yellow Traffic Paint (6") including surface preparation, complete and in place, for the sum of _____Two-Thousand Six-Hundred_____Dollars & _____Fifty Two_____Cents Per Linear Foot	$0.52	$2,600.00
3	3,000	LF	Furnish and Install Solid White or Yellow Traffic Paint (8") including surface preparation, complete and in place, for the sum of ____Two-Thousand One-Hundred_____Dollars & _____Seventy_____Cents Per Linear Foot	$0.70	$2,100.00
4	1,000	LF	Furnish and Install Solid White or Yellow Traffic Paint (12") including surface preparation, complete and in place, for the sum of _____One-Thousand_____Dollars & _____One_____Dollar Per Linear Foot	$1.00	$1,000.00
5	500	LF	Furnish and Install Solid White or Yellow Traffic Paint (24") including surface preparation, complete and in place, for the sum of _____One-Thousand_____Dollars & _____Two_____Dollars Per Linear Foot	$2.00	$1,000.00
6	10	EA	Furnish and Install Solid White Traffic Paint (Word) "ONLY" including surface preparation, complete and in place, for the sum of _____Three-Hundred Sixty-Five_____Dollars & _____Thirty-Six Dollars & Fifty_____Cents per Each	$36.50	$365.00
7	15	EA	Furnish and Install Solid White Traffic Paint (Arrow) (Right, Left, U-Turn, or Straight) including surface preparation, complete and in place, for the sum of _____Seven-Hundred Eighty_____Dollars & _____Fifty-Two_____Dollars per Each	$52.00	$780.00
8	2,500	LF	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (4") including surface preparation, complete and in place, for the sum of ____One-Thousand Nine-Hundred Fifty_____Dollars & _____Seventy-Eight_____Cents Per Linear Foot	$0.78	$1,950.00

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
9	2,500	LF	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (6") including surface preparation, complete and in place, for the sum of ____Two-Thousand Eight-Hundred Fifty_____Dollars & _____One Dollar & Fourteen_____Cents Per Linear Foot	$1.14	$2,850.00
10	1,000	LF	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (8") including surface preparation, complete and in place, for the sum of ____One-Thousand Five-Hundred Fifty_____Dollars & _____One Dollar & Fifty-Five_____Cents Per Linear Foot	$1.55	$1,550.00
11	500	LF	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (12") including surface preparation, complete and in place, for the sum of ____Two-Thousand Five-Hundred_____Dollars & _____Five_____Dollars Per Linear Foot	$5.00	$2,500.00
12	500	LF	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (24") including surface preparation, complete and in place, for the sum of _____Five-Thousand_____Dollars & _____Ten_____Dollars Per Linear Foot	$10.00	$5,000.00
13	500	LF	Furnish and Install Hot Applied Thermoplastic Solid Yellow Pavement Markings (4") including surface preparation, complete and in place, for the sum of _____Three-Hundred Ninety_____Dollars & _____Seventy-Eight_____Cents Per Linear Foot	$0.78	$390.00
14	50	LF	Furnish and Install Hot Applied Thermoplastic Solid Yellow Pavement Markings (12" x 18" Yield Line) including surface preparation, complete and in place, for the sum of _____Three-Hundred Ten Dollars & Fifty___Cents & _____Six Dollars & Twenty-One_____Cents Per Linear Foot	$6.21	$310.50
15	50	LF	Furnish and Install Hot Applied Thermoplastic Solid Yellow Pavement Markings (24" x 36" Yield Line) including surface preparation, complete and in place, for the sum of _____Six-Hundred Twenty-One_____Dollars & _____Twelve Dollars & Forty-Two_____Cents Per Linear Foot	$12.42	$621.00
16	15	EA	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (Word) "ONLY" including surface preparation, complete and in place, for the sum of __Two-Thousand Three-Hundred Twenty-Five_Dollars & _____One-Hundred Fifty-Five_____Dollars per Each	$155.00	$2,325.00

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
17	15	EA	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (Arrow) (Right, Left, U-Turn, or Straight) including surface preparation, complete and in place, for the sum of ___Two-Thousand Seven-Hundred Thirty_____Dollars & ____One-Hundred Eighty-Two_____Dollars per Each	$182.00	$2,730.00
18	5	EA	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (Double Arrow) including surface preparation, complete and in place, for the sum of _One-Thousand One-Hundred Seventy-Five__Dollars & __Two-Hundred Thirty-Five__Dollars per Each	$235.00	$1,175.00
19	50	EA	Furnish and Install Hot Applied Thermoplastic Solid White Pavement Markings (Sharks Teeth / Yield Triangles) including surface preparation, complete and in place, for the sum of __One-Thousand Eight-Hundred Eleven & Fifty __Cents & __Thirty-Six Dollars & Twenty Three___Cents per Each	$36.23	$1,811.50
20	2,500	LF	Remove Traffic Paint (4") (this is not surface preparation for other items), complete and in place, for the sum of _____Five-Hundred_____Dollars & _____Twenty_____Cents Per Linear Foot	$0.20	$500.00
21	2,500	LF	Remove Traffic Paint (6") (this is not surface preparation for other items), complete and in place, for the sum of _____Seven-Hundred Fifty_____Dollars & _____Thirty_____Cents Per Linear Foot	$0.30	$750.00
22	1,000	LF	Remove Solid Traffic Paint (8") (this is not surface preparation for other items), complete and in place, for the sum of _____Four-Hundred_____Dollars & _____Forty_____Cents Per Linear Foot	$0.40	$400.00
23	1,000	LF	Remove Solid Traffic Paint (12") (this is not surface preparation for other items), complete and in place, for the sum of _____Six-Hundred_____Dollars & _____Sixty_____Cents Per Linear Foot	$0.60	$600.00
24	500	LF	Remove Solid Traffic Paint (24") (this is not surface preparation for other items), complete and in place, for the sum of _____Six-hundred_____Dollars & _____One Dollar & Twenty_____Cents Per Linear Foot	$1.20	$600.00
25	10	EA	Remove Solid White Traffic Paint (Word) "ONLY" (this is not surface preparation for other items), complete and in place, for the sum of _____One-Hundred Fifty_____Dollars & _____Fifteen_____Dollars per Each	$15.00	$150.00

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
26	10	EA	Remove Solid White Traffic Paint (Arrow) (Right, Left, U-Turn, or Straight) (this is not surface preparation for other items), complete and in place, for the sum of _____One-Hundred Seventy_____Dollars & _____Seventeen_____Dollars per Each	$17.00	$170.00
27	500	LF	Remove Hot Applied Thermoplastic Solid Pavement Markings (4") (this is not surface preparation for other items), complete and in place, for the sum of _____Two-Hundred Seventy-Five_____Dollars & _____Fifty-Five_____Cents Per Linear Foot	$0.55	$275.00
28	500	LF	Remove Hot Applied Thermoplastic Solid Pavement Markings (6") (this is not surface preparation for other items), complete and in place, for the sum of _____Four-Hundred Fifteen_____Dollars & _____Eighty-Three_____Cents Per Linear Foot	$0.83	$415.00
29	500	LF	Remove Hot Applied Thermoplastic Solid Pavement Markings (8") (this is not surface preparation for other items), complete and in place, for the sum of _____Five-Hundred Fifty_____Dollars & ____One Dollar & Ten_____Cents Per Linear Foot	$1.10	$550.00
30	300	LF	Remove Hot Applied Thermoplastic Solid Pavement Markings (12") (this is not surface preparation for other items), complete and in place, for the sum of _____Four-Hundred Eighty_____Dollars & _____One-Dollar & Sixty_____Cents Per Linear Foot	$1.60	$480.00
31	200	LF	Remove Hot Applied Thermoplastic Solid Pavement Markings (24") (this is not surface preparation for other items), complete and in place, for the sum of _____Six-Hundred Forty_____Dollars & _____Three-Dollars & Twenty_____Cents Per Linear Foot	$3.20	$640.00
32	5	LF	Remove Hot Applied Thermoplastic Pavement Markings (12" x 18" Yield Line) (this is not surface preparation for other items), complete and in place, for the sum of ____Twenty Dollars & Seventy_____Cents & _____Four Dollars & Fourteen_____Cents Per Linear Foot	$4.14	$20.70
33	5	LF	Remove Hot Applied Thermoplastic Pavement Markings (24" x 36" Yield Line) (this is not surface preparation for other items), complete and in place, for the sum of _____Thirty-Six Dollars & Five_____Cents & ____Seven Dollars & Twenty-One_____Cents Per Linear Foot	$7.21	$36.05

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
34	5	EA	Remove Hot Applied Thermoplastic Pavement Markings (Word) (this is not surface preparation for other items), complete and in place, for the sum of ____One-Hundred Thirty_____Dollars & _____Twenty-Six_____Dollars per Each	$26.00	$130.00
35	5	EA	Remove Hot Applied Thermoplastic Pavement Markings (Arrow) (Right, Left, U-Turn, or Straight) (this is not surface preparation for other items), complete and in place, for the sum of _____Two-Hundred Thirty-Five_____Dollars & _____Forty-Seven_____Dollars per Each	$47.00	$235.00
36	5	EA	Remove Hot Applied Thermoplastic Pavement Markings (Double Arrow) (this is not surface preparation for other items), complete and in place, for the sum of ___Two-Hundred Eighty-Seven Dollars & Fifty___Cents & ____Fifty-Seven Dollars & Fifty_____Cents per Each	$57.50	$287.50
37	50	EA	Remove Hot Applied Thermoplastic Pavement Markings (Sharks Teeth / Yield Triangles) (this is not surface preparation for other items), complete and in place, for the sum of __One-Thousand Eight-Hundred Seventy-Five_Dollars & _____Thirty-Seven Dollars & Fifty_____Cents per Each	$37.50	$1,875.00
38	1,500	LF	Furnish and Install Solid Red Fire Lane Traffic Paint (6") With "FIRE LANE" (4") And/Or "NO PARKING" (4") Alternating Every Fifty (50) Feet On Curb-Face Or Pavement, As Directed By The Engineer, Including surface preparation, complete and in place, for the sum of _____Seven-Hundred Fifty_____Dollars & _____Fifty_____Cents Per Linear Foot	$0.50	$750.00
39	1,500	LF	Furnish and Install Solid White Traffic Paint (6") With "VISITOR" (4") And/Or Other Text (4”) to be determined by the Engineer Every Ten (10) Feet On Curb-Face Or Pavement, As Directed By The Engineer, Including surface preparation, complete and in place, for the sum of ___One-Thousand Five-Hundred Seventy Five___Dollars & _____One Dollar & Five_____Cents Per Linear Foot	$1.05	$1,575.00
40	1	EA	Furnish and Install Sharrow Street Marking (Shared-Lane Marking), complete and in place, for the sum of _____Three-Hundred Twenty_____Dollars & _____Three-Hundred Twenty_____Dollars per Each	$320.00	$320.00

TOTAL THERMOPLASTIC PAVEMENT MARKINGS: $43,567.25

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

RAISED PAVEMENT MARKINGS (Surface preperation shall include removal of extraneous material (i.e. glue, oil, existing buttons, etc.) and to clean solid concrete or asphalt)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type I-A Reflectorized Marker) including surface preparation, complete and in place, for the sum of _____Three-Thousand Five-Hundred_____Dollars & _____Three Dollars & Fifty_____Cents per Each	$3.50	$3,500.00
2	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type I-C Reflectorized Marker) including surface preparation, complete and in place, for the sum of ____Three-Thousand Five-Hundred____Dollars & _____Three Dollars & Fifty_____Cents per Each	$3.50	$3,500.00
3	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type II-A-A Reflectorized Marker) including surface preparation, complete and in place, for the sum of _____Three-Thousand Five-Hundred_____Dollars & _____Three Dollars & Fifty_____Cents per Each	$3.50	$3,500.00
4	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type II-A-R Reflectorized Marker) including surface preparation, complete and in place, for the sum of _____Three-Thousand Five-Hundred_____Dollars & _____Three Dollars & Fifty____Cents per Each	$3.50	$3,500.00

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
5	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type II-C-C Reflectorized Marker) including surface preparation, complete and in place, for the sum of _____Three-Thousand Five-Hundred_____Dollars & _____Three Dollars & Fifty_____Cents per Each	$3.50	$3,500.00
6	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type II-C-R Reflectorized Marker) including surface preparation, complete and in place, for the sum of _____Three-Thousand Five-Hundred_____Dollars & ____Three Dollars & Fifty_____Cents per Each	$3.50	$3,500.00
7	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type W) including surface preparation, complete and in place, for the sum of _____Three-Thousand Two-Hundred_____Dollars & _____Three Dollars & Twenty_____Cents per Each	$3.20	$3,200.00
8	1,000	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type Y) including surface preparation, complete and in place, for the sum of ____Three-Thousand Two-Hundred_____Dollars & _____Three Dollars & Twenty_____Cents per Each	$3.20	$3,200.00
9	50	EA	Furnish and Install with Epoxy Raised Acrylic Pavement Markers (Type II-B-B Reflectorized Marker) including surface preparation, complete and in place, for the sum of ____One-Hundred Seventy-Five_____Dollars & ____Three-Dollars & Fifty_____Cents per Each	$3.50	$175.00
10	200	EA	Furnish and Install with Epoxy Raised Channelizing Traffic Buttons (6") including surface preparation, complete and in place, for the sum of _____Three-Thousand Two-Hundred_____Dollars & _____Sixteen_____Dollars per Each	$16.00	$3,200.00
11	200	EA	Furnish and Install with Epoxy Raised Channelizing Traffic Buttons (8") including surface preparation, complete and in place, for the sum of ____Six-Thousand Two-Hundred_____Dollars & _____Thirty-One_____Dollars per Each	$31.00	$6,200.00
12	100	EA	Furnish and Install with Epoxy 6" Raised Acrylic Jiggle Bar Tile (Type I-A Reflectorized) including surface preparation, complete and in place, for the sum of ____One-Thousand Two-Hundred Fifty_____Dollars & _____Twelve Dollars & Fifty_____Cents per Each	$12.50	$1,250.00

TERM CONTRACT FOR PAVEMENT MARKINGS
BID# 2021-10-5 ST#2101
BIDDERS PROPOSAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
13	100	EA	Furnish and Install with Epoxy 6" Raised Acrylic Jiggle Bar Tile (Type I-C Reflectorized) including surface preparation, complete and in place, for the sum of ____One-Thousand Two-Hundred Fifty_____Dollars & _____Twelve Dollars & Fifty_____Cents per Each	$12.50	$1,250.00
14	50	EA	Furnish and Install with Epoxy 6" Raised Acrylic Jiggle Bar Tile (Type W Nonreflectorized) including surface preparation, complete and in place, for the sum of _____Six-Hundred_____Dollars & _____Twelve_____Dollars per Each	$12.00	$600.00
15	50	EA	Furnish and Install with Epoxy 6" Raised Acrylic Jiggle Bar Tile (Type Y Nonreflectorized) including surface preparation, complete and in place, for the sum of _____Six-Hundred_____Dollars & _____Twelve_____Dollars per Each	$12.00	$600.00
16	2,000	EA	Remove Raised Pavement Markers or Buttons Including glue to existing pavement, complete and in place, for the sum of _____Two-Thousand_____Dollars & _____One_____Dollar per Each	$1.00	$2,000.00
17	100	EA	Remove Raised Jiggle Bar Tile including glue to existing pavement, complete and in place, for the sum of _____Seven-Hundred_____Dollars & _____Seven_____Dollars per Each	$7.00	$700.00

TOTAL RAISED PAVEMENT MARKINGS: **$43,375.00**

PROPOSAL SUMMARY

TOTAL THERMOPLASTIC PAVEMENT MARKINGS: $43,567.25

TOTAL RAISED PAVEMENT MARKINGS: $43,375.00

TOTAL BID **$86,942.25**

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, Steve Walsh, Director of Parks and Recreation, Andy Glasgow, Director of Engineering
Date: September 9, 2025

Agenda Item:
Consider and act to authorize the purchase of one (1) Dodge 1500 Crew Cab 4x4 for the Engineering Department in the amount of $46,171.00, a Jetter Trailer for the Public Works Wastewater Collection Department in the amount of $126,644.24, and two (2) pieces of equipment for the Parks and Recreation Department, a Toro Workman in the amount of $39,753.38 and a Toro Sand Pro 5040 in the amount of $37,472.64, from various vendors through cooperative contracts with BuyBoard and Sourcewell, for a total amount not to exceed $250,041.26. (Figueroa)

Background Information:
Staff requests authorization to purchase one (1) vehicle and three (3) pieces of equipment to support the Public Works, Parks and Recreation, and Engineering Departments. Funding for the vehicle has been allocated through the Vehicle Equipment Replacement Fund (VERF). The vehicle and equipment will be procured through cooperative purchasing contracts with BuyBoard (Contract #706-23 and Contract #724-23) and Sourcewell (Contract #101221-GPV).

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
G7 Trailer Jetter	$126,644.24	1409 (2014 Pipehunter Jetter Trailer)	Lonestar Municipal Equipment	SOURCEWELL 101221-GPV
Toro Workman	$39,753.38	3006 (2020 Toro Workman)	Professional Turf Products, L.P.	BUYBOARD 706-23
Toro Sand Pro 5040	$37,472.64	3005 (2020 Toro Sand Pro 5040)	Professional Turf Products, L.P.	BUYBOARD 706-23
1500 Dodge CREW 4X4	$46,171.00	1606 (1500 CREW 4X4)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23

The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirements while saving time and funding in the development of specifications of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Celina Public Works-Quote Jetter Trailer
3. Celina Parks and Recreation-Quote Workman and SandPro
4. Celina Engineering-Quote 1500 Crew 4x4

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

Staff Recommendation:
Staff recommends approval as presented

FY26 New Vehicles

Public Works, Parks and Recreation, Engineering

Andrew Figueroa
September 9, 2025



ITEM OVERVIEW

- Authorize the purchase of one (1) vehicle and three (3) pieces of equipment for fiscal year 2026 for the Public Works, Parks and Recreation, and Engineering Departments. All vehicles and pieces of equipment are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through cooperative contracts with BuyBoard, contract #706-23 and #724-23 and Sourcewell, contract #101221-GPV.

- Funds will be committed at the issuance of a purchase order.

- The City maintains an executed Interlocal Agreement with the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirements while saving time and funding in the development of specifications of work during the process.

PRICE SUMMARY

Item	Estimated Price	Position	Vendor	Contract	Department
G7 Trailer Jetter	$126,644.24	WW Utility Line Maintenance	Lonestar Municipal Equipment	Sourcewell 101221-GPV	Public Works
Toro Workman	$39,753.38	Parks Maintenance	Professional Turf Products, L.P.	BuyBoard 706-23	Parks & Recreation
Toro Sand Pro	$37,472.64	Parks Maintenance	Professional Turf Products, L.P.	BuyBoard 706-23	Parks & Recreation
1500 Dodge CREW 4X4	$46,171	Construction Inspector	Grapevine Dodge Chrysler Jeep	BuyBoard 724-23	Engineering

QUESTIONS?

SOURCEWELL CONTRACT NUMBER 101221-GPV

PREPARED BY

Lonestar Municipal Equipment

Paul Folker

PREPARED FOR

Kevin Helsel

City of Celina
10165 County Road 106
Celina, TX 75009

QUOTE

GapVax®



QUOTE ID	DATE	PRICING FROM
24XXX	08/21/2025	10/15/2024

GapVax®

2024 G7 TRAILER JETTER

QUOTE ID: 24XXX



	OPTION DESCRIPTION	NOTES	QTY
	WATER TANK OPTIONS		
STD	700 GALLON HIGH DENSITY POLYETHYLENE WATER TANK WITH 16" ACCESS COVER		STANDARD
STD	WATER FILL ASSEMBLY WITH 2" CAMLOCK WITH CAP		STANDARD
STD	WATER TANK WATER LEVEL SIGHT GUAGE		STANDARD
STD	25' FILL HOSE WITH FIREHOSE-TO-CAMLOCK ADAPTER		STANDARD
STD	2" Y-STRAINER BETWEEN WATER TANK AND WATER PUMP		STANDARD
BT1	2" AUXILLARY DRAIN VALVE ON DRIVER'S SIDE REAR		1
	ENGINE & WATER PUMP COMBINATIONS		
FP-4020	FPT DIESEL ENGINE: 40 GPM / 2,500 PSI	REQUIRES 3/4" 2,500 PSI HOSE	1
STD	PILOTLESS MANUALLY ENGAGED CLUTCH WITH 5V-BELT DRIVE		STANDARD
STD	400 AMP ENGINE BATTERY DISCONNECT		STANDARD
STD	ENGINE E-STOP IN CONTROL PANEL WITH LANYARD		STANDARD
STD	15 GALLON FUEL TANK		STANDARD
STD	ELECTRONIC THROTTLE CONTROL W /GAUGE PACKAGE (FUEL LEVEL, ENGINE TEMP, RPM, OIL PRESSURE)		STANDARD
STD	ENGINE ENCLOSURE W/ LOCKING DOOR. DOOR HAS ENGINE E-STOP INTERLOCK		STANDARD
STD	HYDRAULIC PRESSURE GAUGE		STANDARD
	WATER PUMP OPTIONS		
STD	5000 SERIES GIANT WATER PUMP		STANDARD
STD	SAFETY PRESSURE RELIEF VALVE		STANDARD
STD	WASHDOWN SYSTEM WITH GUN AND 25 FT HOSE (NO HOSE REEL)		STANDARD
DT1	AIR-OUT SYSTEM		1
DT2A	GLYCOL PACKAGE 8 GALLON		1
DT3	COLD WEATHER RECIRCULATION	NOT COMPATIBLE WITH DT4	1
DT6	25' RETRACTABLE HOSE REEL FOR HAND GUN WITH 1/2" X 25' HOSE	RATED UP TO 4000 PSI, NOT COMPATIBLE WITH IT6A	1
DT7	PULSATION SYSTEM		1
	HOSE REEL OPTIONS		
STD	500-800 FT CAPACITY HOSE REEL, 1/2" OR 3/4" HOSE, 4,000 MAX PSI, MAN LEVEL WIND		STANDARD
FT3	HYDRAULIC POWER ROTATE OF HOSE REEL		1
	DUAL HOSE REEL OPTIONS		
	HOSE REEL ACCESSORIES		
FT6	MANUAL FOOTAGE COUNTER 3/4"		1

FT9	DIGITAL FOOTAGE COUNTER		1
FT13B-2500	3/4" X 600 FT JETTER HOSE	2500 PSI	1
	GUAGES, ALARMS & REMOTES		
GT1	LOW WATER WARNING LIGHT AND ALARM		1
GT4A	KAR-TECH WIRELESS REMOTE: E-STOP, ENGINE THROTTLE, PULSE (IF DT7 SELECTED), WATER ON / OFF, REEL IN / OUT, COMPATIBLE WITH POWER ROTATE	MUST SELECT FT3 POWER ROTATE	1
GT5A	UPGRADE GT3A OR GT4A TO AARCOM WIRELESS REMOTE SYSTEM	MUST SELECT GT3A OR GT4A	1
	LIGHTING OPTIONS		
HT1	ARROWSTICK W CONTROL BOX & MOUNTING BRACKET LED		1
HT3	STROBE LIGHT QTY 1 W / LIMB GUARD LED		1
HT4	CONTROL PANEL LIGHT		1
HT5	WORK LIGHT TOP OF TANK LED		2
	STORAGE OPTIONS		
IT2	STORAGE BASKETS IN TRAILER FRAME		1
IT3	LOCKABLE TOOLBOX ON TONGUE	NOT COMPATIBLE WITH VIPER	1
IT4	FILL HOSE TRAY		1
IT6A	CS TOOLBOX FENDER MOUNT 48"	NOT COMPATIBLE WITH DT6	1
	TRAILER OPTIONS		
STD	6" FRAME		STANDARD
STD	DOT LIGHT PACKAGE		STANDARD
STD	STEEL FENDERS		STANDARD
STD	POWDER COATED TOUGH		STANDARD
STD	DUAL 7,000 LB GVWR AXLES		STANDARD
STD	WHEEL CHOCKS, TWO		STANDARD
	PAINT OPTIONS (CHOOSE ONE)		
STD	PAINT BLACK		STANDARD
	ACCESSORIES		
MT300	BASE NOZZLE: 3/4" GERERAL CLEANING NOZZLE (8 REAR) FOR 40 GPM, 2,500 PSI	FOR 40 GPM / 2,500 PSI	1
	MANUALS		
STD	OPERATOR'S MANUAL		STANDARD
STD	ENGINE MANUAL		STANDARD
	CUSTOM OPTIONS AND ACCESSORIES		
	***LME SUPPLIED - 3/4" x 20' LEADER HOSE		1
	***LME SUPPLIED - STORM SEWER NOZZLE PACKAGE, INCLUDES: 6 JET FLOOR CLEANER, 3/4" FLOUNDER, POWER PULL, STEALTH, AND REAPER NOZZLES		1

GapVax®

PRICING SUMMARY



LIST PRICE OF BASE UNIT WITH OPTIONS	**$**	**135,677.80**
SOURCWELL DISCOUNT:	**$**	**14,713.56**
ESTIMATED DELIVERY: (@ $4.00 per mile)	**$**	**5,680.00**
ESTIMATED SUBTOTAL:	**$**	**126,644.24**
SALES TAX		
TOTAL	**$**	**126,644.24**

ALL PRICES ARE IN US DOLLARS

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

SIGNATURE DATE

Please return a signed copy to Paul@LonestarME.com

DATE	**PRICING FROM**
08/21/2025	**10/15/2024**

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Professional Turf Products
(817) 785-1900
sales@proturf.com

Ship To	City of Celina	Date:	8/22/2025
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Gary Hendricks	Destination	Included
Address	142 N. Ohio Street, Celina, Tx 75009	Trade-In	
		Finance	
Phone	972.382.2682	Account Type	CORP
Email	ghendricks@celina-tx.gov	QMS: ID	Q187498
Comments:			

Proposal

Qty	Model #	Description		Sale Price
1	07385	Workman HDX - 2WD Kubota Diesel	$	37,171.79
1	07316	High Flow Hydraulics Kit	$	2,581.59
		Workman HDX - 2WD Kubota Diesel	**$**	**39,753.38**
1	08745	Sand Pro 5040	$	26,661.27
1	08757	Steel Drag Mat	$	391.97
1	08756	QAS Drag Mat Carrier System	$	1,805.54
1	08783	Front and Rear Remote Hydraulic Kit	$	3,585.64
1	LB-100-5040	Lip Broom - Front Mount Complete	$	3,563.72
1	LB400-5	Spline Collar Plate	$	213.70
1	LB400-6	Poly Brush (requires Spline Collar Plate)	$	720.80
1	Freight	Freight	$	530.00
		Sand Pro 5040	**$**	**37,472.64**

SubTotal	**$**	**77,226.02**
Destination		**INCLUDED**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**77,226.02**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.

C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.

7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact: KEVIN

Phone: 817-410-7541

Phone/Email: ENGINEERING CONSTRUCTION

Email: dthomas@grapevinedcj.com

Product Description: 1500 CREW 4X4 2024 SSV STOCK

Date: 04/17/2025

A. Bid Series 23 1500 CREW SSV

A. Base Price: 40,488

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS6T98	24 CCLASSIC CREW 4X4	2585	26D	SSV 5.7L HEMI V8	STD
PW7	WHITE	NC		40/20/40 CLOTH FRONT/VIN RR	53
	VINYL FLOOR	STD		SPRAY LINER	STD
	4 KEYS STD				
				Total of B. Published Options:	2638

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER STROBES AMBER/BLUE	1200	RUBBER MATS	300
SPRAY BEDLINER	STD	RUNNING BOARDS	495
TINT	200	3RD KEY	STD
TRIANGLES/EXTINGUISHER	200		
		Total of C. Unpublished Options:	2,395

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

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

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $250

K. Subtotal: $45,771

L. Quantity Ordered _____ x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$46,171

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
Date: September 9, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Kimley-Horn for the Ash Street and Oklahoma Drive intersection improvements in an amount not to exceed $119,300.00. (Glasgow)

Background Information:
The City entered into an agreement with Preston Road Depot, LLC on June 8, 2021. The agreement outlined the widening of Ash Street from Preston to Oklahoma. This widening, when completed, will create an offset between the lanes on the west side of Oklahoma. The proposed task order will provide the design of Ash Street, west of Oklahoma to align to the new travel lanes on the east side.

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

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Work Authorization

Financial Consideration:

Funding is available through the 2023 General Bond. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends authorizing the work authorization for design services as presented.

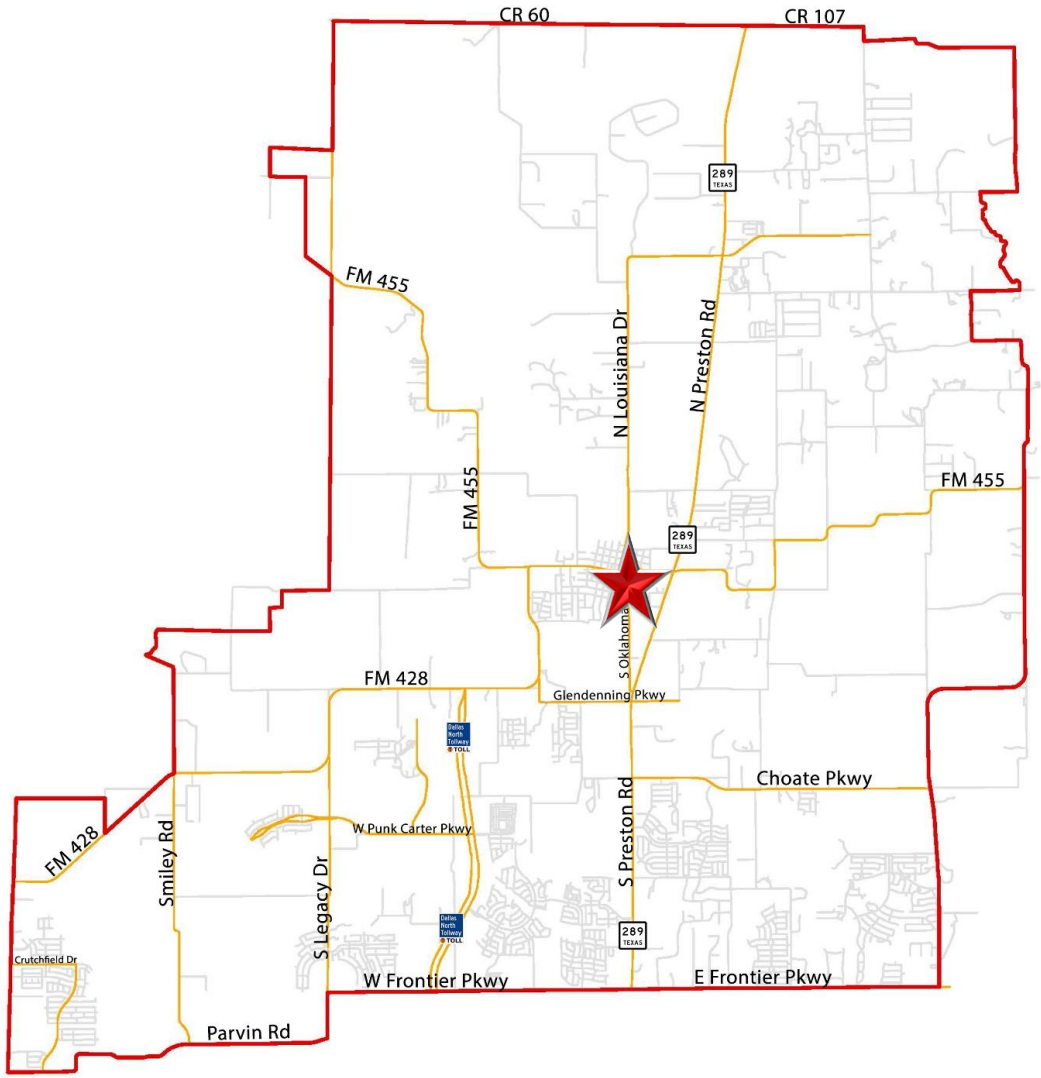
ASH STREET-OKLAHOMA DRIVE INTERSECTION IMPROVEMENTS

September 09, 2025

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



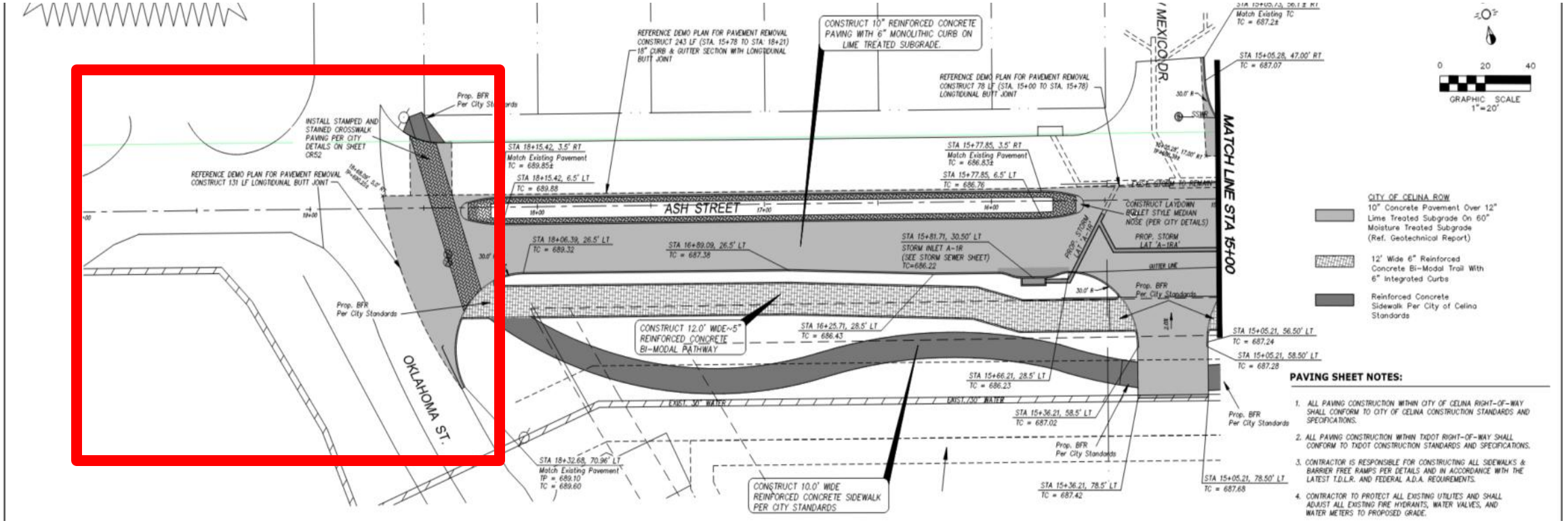
LOCATION MAP



BACKGROUND

- The City entered into an agreement with Preston Road Depot, LLC on June 8, 2021.
- The agreement outlined the widening of Ash Street from Preston to Oklahoma.
- This widening, when completed, will create an offset between the lanes on the west side of Oklahoma.
- The proposed task order will provide the design of Ash Street, west of Oklahoma to align to the travel lanes on the east side.
- The City maintains an executed Master Agreement for Professional Services with this engineering firm for roadway design services.
- City Council authorized the agreement in 2022 for a period of five years.

PROJECT LAYOUT



QUESTIONS?

LOCATION MAP

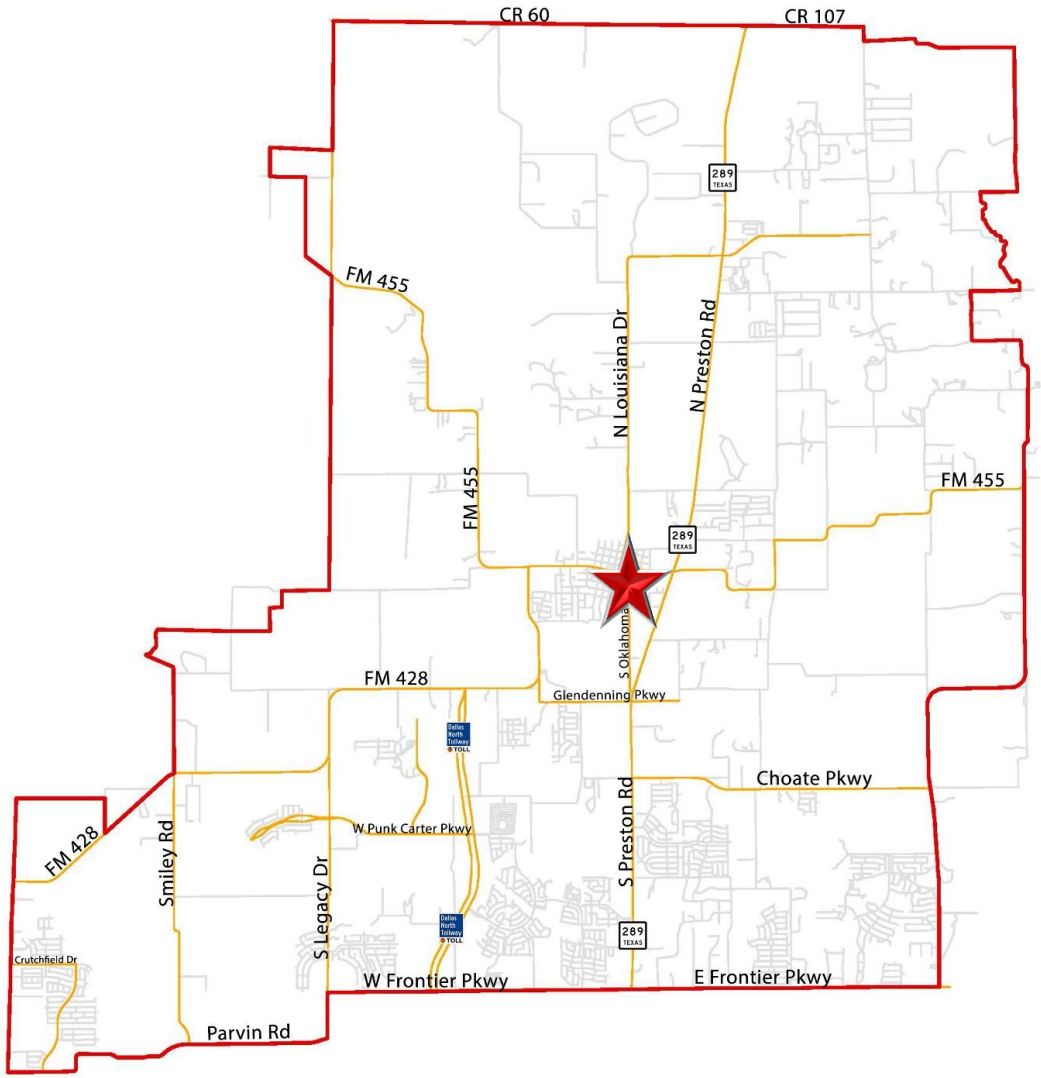


EXHIBIT B - WORK AUTHORIZATION

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

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

Project Name:	Ash Street Intersection Improvements		
Engineer Project #		**Work Authorization Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	R115
Engineer Representative		**Owner Representative:**	Catherine Oduro

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Louis Nathan Ante (Aug 27, 2025 10:45:22 CDT)
Signature	Signature
	Louis Nathan Ante
Printed Name & Title	Printed Name & Title
	Aug 27, 2025
Date	Date

EXHIBIT "A"
SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

This Project includes the design of approximately 350 linear feet of Ash Street from the eastern limits of the BNSF Railway crossing and Oklahoma Drive (Business 289) to align lanes with the ultimate eastern leg build out of the Ash Street and Oklahoma Drive intersection, anticipated to be one thru lane in each direction. The design of these improvements will include roadway, drainage, signing, pavement markings, traffic control narrative, and erosion control. All improvements anticipated to be with existing City Right-of-Way. No improvements will be proposed within the BNSF Railway right-of-way with this project.

In addition to design services, the Project includes survey, public involvement, franchise utility coordination, bid phase services, subsurface utility engineering (if needed), easement conveyance, construction phase services, and the preparation of record documents.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

a. Data Collection and Property Research
   i. Gather existing right-of-way, easement, plat, and property information along project area described above. Undocumented easements may not be identified. Title research may be performed as an *Additional Service* only upon written City authorization.
   ii. City to provide record drawing information for City infrastructure and development record plans within project limits.
   iii. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
   iv. Arrange and make provisions for access to perform the services specified within this scope.
b. Right of Entry – Prior to initiating field surveying operations on private property, the Consultant shall assist the City in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The Consultant shall provide the City with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the Consultant to set iron pins and control monuments for future right-of-way and/or easements to be acquired by the City if necessary, at a later date.
c. Perform Topographic Survey, locating surface features including trees greater than 6-inches in diameter and existing building fronts and thresholds as applicable along alignment.
   i. Survey width shall be along project limits to acquire additional data to complete the following area, 125-feet wide, up to building and structure foundations along the southern side, up to driveways and parking lots along the northern side, at 50-foot intervals.
   ii. Survey additional 50-feet to the west of BNSF Railway along Ash Street alignment, 100-feet wide, 50-feet on each side of the roadway centerline.
   iii. Survey additional 100-feet upstream and downstream existing culvert crossing location at BNSF Railway crossing, 25-feet wide.
   iv. Perform field survey ground control.
   v. Interpret surface geophysics and mark indications of utilities with paint or pin flags on ground surface for subsequent depiction on deliverable utility map.
   vi. Survey existing utility designating marks and above ground utility appurtenances according to the project control and record data for subsequent depiction on plan deliverables.

d. Review topographic survey, available records from the City, TxDOT, and information gathered from the franchise utilities.
e. Compile above information into a base file to be used for design.
f. Base file will be in AutoCAD Civil 3D.
g. Provide base files to other consultants, engineers, and contractors who may be performing work for the City or adjacent to the Project, only upon City request.

B. Preliminary Design (30%)

a. Project Management and Administration.
   i. Develop project production plan and schedule.
   ii. Prepare for and attend meeting (1).
   iii. Project site visit (1).
   iv. Data Collection.
   v. Coordination with City.
   vi. Coordination with subconsultants.
   vii. Coordination with consultants and engineers adjacent to the proposed project.
   viii. Prepare meeting agendas, summaries, and progress reports.
   ix. Project correspondence and invoicing.
   x. Quality control and internal plan reviews.
b. Conceptual Design
   i. Establish roadway centerline.
   ii. Establish typical section (1) to accommodate 2 lanes to align with future Ash Street lanes on the east side of Oklahoma Drive.
   iii. Establish edge of pavement and configure lane transitions and connection to existing Ash Street and Oklahoma Drive intersection.
   iv. Establish profile of the roadway per City criteria.
c. Drainage Analysis
   i. Compile the hydrological and hydraulic data from City records and previous studies.
   ii. Develop drainage area maps for improvements (determine conveyance path and runoff coefficients to calculate design flow, subdivide the drainage areas into sub-areas.)
   iii. Identify the drainage facilities required to accommodate the proposed improvements. It is anticipated that proposed drainage runoff will be conveyed using roadside ditches. Internal storm drain design, if necessary, will be considered Additional Services.
   iv. Prepare drainage design to accommodate the proposed improvements. The design of any offsite drainage improvements to accommodate the proposed improvements, if necessary, will be considered Additional Services.
d. Utilities
   i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.
   ii. Identify existing water line facilities and prepare proposed steel casing locations where proposed pavement to cross existing water line, if needed.
e. Prepare one (1) Preliminary exhibit of the proposed. Exhibit to include:
   i. Typical section showing lane widths, number of lanes to be built with this Project.
   ii. Existing right-of-way, easements, and property boundaries.
   iii. Existing topography.
   iv. Existing pavement.
   v. Existing trees line within limits of improvements.
   vi. Existing storm drain/culvert locations.
   vii. Existing water line locations.
   viii. Existing sanitary sewer line locations.
   ix. Existing franchise utility locations (relying upon information provided by franchise utilities).
   x. Proposed roadway centerline alignment and horizontal curve data.

xi. Proposed edge of pavement.
xii. Proposed pavement markings.
xiii. Proposed driveways.
xiv. Proposed limits of construction/embankment.
xv. Existing and proposed ground profiles and vertical alignment

f. Compile and prepare opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.
g. Preliminary design to be reviewed together with City during design meeting. This meeting will serve as the official City review of the Preliminary design. Consultant will use feedback from this meeting and incorporate design comments into the Final Design task. The following items will be prepared for the meeting:
   i. Preliminary design Plan Exhibit
   ii. Preliminary opinion of probable construction cost.

C. Final Design (90%, 100%)

a. Project Management and Administration.
   i. Prepare for and attend meetings (2).
   ii. Coordination with City.
   iii. Coordination with subconsultants.
   iv. Coordination with consultants and engineers adjacent to the proposed project.
   v. Prepare meeting agendas, summaries, and progress reports.
   vi. Project correspondence and invoicing.
   vii. Quality control and internal plan reviews.
b. General Plans
   i. Prepare general plans sheets necessary including cover, general notes, sheet index, control sheet, project layout, removal sheets, and applicable City and TxDOT standard details.
c. Typical Section
   i. Typical sections anticipated to be two (2) lane section.
   ii. Typical section will include pavement section materials in accordance with City design standards. City of provide design for the pavement, subgrade, and subsurface materials. A Geotechnical investigation will not performed with this scope and will be considered Additional Services.
d. Roadway
   i. Includes design of horizontal alignment and typical sections.
   ii. Identify significant design constraints.
   iii. Develop design cross-sections.
      a. Develop on 50-foot intervals.
      b. Show pavement, subgrade, cross-slopes, right-of-way limits, easements, and side slopes.
   iv. Analyze all driveways within the project and develop driveway profiles within cross sections as needed. Typical driveways will be defined vertically by spot elevations.
   v. Prepare paving design on 22”x34” sheets at 1”=20’ horizontal and 1”=4” vertical.
   vi. Prepare cross-section plan sheets at 1”=20’ horizontal and 1”=10’ vertical scales. Cross-sections will be provided in the bid documents.
   vii. Prepare roadway details to clarify intent of design.
   viii. Compile applicable City standard details. Modify standard details as needed.
e. Drainage
   i. Prepare drainage design on 22”x34” sheets at 1”=20’ horizontal and 1”=4” vertical.
   ii. Prepare profiles for the proposed storm drain ditches, if needed.
   iii. It is anticipated that proposed drainage runoff will be conveyed using roadside ditches. Internal storm drain design, if necessary, will be considered Additional Services.
   iv. Prepare grading details to show grading connection to existing downstream ditches.

v. Compile applicable City standard details. Modify standard details as needed.

f. Utilities
   i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.

g. Traffic
   i. Pavement Marking and Signing Plans.
      a. Prepare pavement marking and signing layouts on 22”x34” sheets at 1”=20’.
      b. Finalize pavement marking and signing design and sheets.
      c. Prepare details to clarify intent of design.
      d. Compile applicable TxDOT and City standard details.
   ii. Traffic Control Plans.
      a. Develop traffic control narrative. Traffic control and detour plans to be prepared by the Contractor.
      b. Compile applicable TxDOT and City standard details.

h. Erosion Control.
   i. Prepare erosion control plan sheets at 1”=40’ scale (22”x34”).
   ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
   iii. Compile applicable TxDOT standards.

i. Consultant to provide the following to assist with bid phase.
   i. Pay item listing and supporting specifications
   ii. Quantities
   iii. Procore cost code listing

j. Finalize quantity summaries (pay item listings) and update the overall opinion of probable construction cost.

k. Final Design (90%) submittal:
   i. Incorporate the Preliminary Design (30%) design review meeting comments.
   ii. Submittal shall include the following:
      a. 90% Design Plans (11”x17”) (Half Size).
      b. 90% pay item listing.
      c. 90% opinion of probable construction cost.

l. Final Design (100%) submittal:
   i. Incorporate the Preliminary Design (90%) design review comments.
   ii. Incorporate adjacent development improvement updates.
   iii. It is anticipated the following sheets will be included in the construction plans:
      a. Cover Sheet
      b. Sheet Index
      c. General Notes
      d. Project Control
      e. Typical Sections
      f. Removal Plan
      g. Paving Plan and Profile and Driveways
      h. Pavement Marking and Signing Plan
      i. Drainage Area Map (Existing and Proposed)
      j. Drainage Calculations
      k. Storm Drain Plan and Profile
      l. Traffic Control Narrative and Plan
      m. Erosion Control Plan
      n. Cross Sections
      o. Standard City and TxDOT Details (where applicable)
   iii. Submittal shall include the following:
      a. Final Design Plans (11”x17”) (Half Size).
      b. TxDOT driveway permit set for Oklahoma Drive (BUS 289) improvements (paving, pedestrian, traffic control, etc.). City to submit to TxDOT.

c. Final pay item listing.
d. Final opinion of probable construction cost.

iv. Submit Final Design plans to a TDLR reviewer in accordance with Article 3, Section 3.1.4 of the Agreement. City may select the third-party reviewer for TDLR compliance review. Consultant will review accessibility comments and make appropriate revisions to the plans.

III. TASK SUMMARY, SPECIAL SERVICES

A. Franchise Utility Coordination

The budgeted fee for this Task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. Coordinate with franchise utility companies.
b. Attend group and/or individual franchise utility meetings.
c. Provide design data to franchise utility companies.
d. Identify potential franchise utility conflicts and possible relocation requirements.
e. Notify the City if any relocations may be required.

B. Bid Phase Services

The budgeted fee for this Task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. Furnishing hardcopies of review documents and/or bid documents will be considered as Additional Services.
b. Prepare for and attend a pre-bid meeting with prospective bidders, if needed.
c. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
d. Prepare a letter addressing the award of the construction contract.
e. Provide a schedule of submittals (shop drawings, etc.) required of the contractor.
f. Conformed Document submittal:
    i. Update the Bid Documents (plans) to incorporate bid addenda items
    ii. Print half size sets (11”x17”) plans for issuance at the Pre-Construction Conference.
    iii. Package and submit CAD base files upon request.

C. Easement Conveyance

a. Upon City authorization, prepare up to two (2) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement). Additional instruments will not be prepared without written authorization by the City.
b. Individual parcel exhibits shall be on 8 ½” x 11” paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
    i. Parcel number.
    ii. Area required.
    iii. Area remaining.
    iv. Legal description.
    v. Current owner.

vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.

D. Construction Phase Services

The Scope of Services listed below may or may not be performed as part of our construction phase services. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 40 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Site Visits upon request.
b. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
c. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
d. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
e. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
f. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

E. Record Documents

a. Consultant shall prepare construction Record Documents based on the information received from Contractor in accordance with the Agreement.
b. The budgeted fee for this Task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

a. Construction Staking.
b. Environmental Services beyond those identified in the Scope of Services.
c. Title Research.
d. Design of water and/or wastewater improvements.

e. Traffic Simulations and/or Traffic Studies.
f. Franchise Utility Design.
g. Illumination and Fiber Design.
h. Structural design (bridges, specialized drainage structures, etc.).
i. Traffic Control Plan Design.
j. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
k. Traffic Signal Design.
l. Structural design of non-standard retaining walls.
m. Geotechnical Investigation.

- End of Scope of Services -

EXHIBIT "B"
COMPENSATION

I.	Basic Services (Lump Sum)		
	A.	Survey	$16,000
	B.	Preliminary Design (30%)	$25,600
	C.	Final Design (90%, 100%)	$44,700
	Basic Services Total (Lump Sum)		**$86,300**
II.	Special Services (Cost Plus Not to Exceed)		
	A.	Franchise Utility Coordination	$6,000
	B.	Bid Phase Services	$6,000
	C.	Easement Conveyance	$3,000
	D.	Construction Phase Services	$12,000
	E.	Record Documents	$6,000
	Special Services Total (Cost Plus, Not to Exceed)		**$33,000**
	Project Budget, Grand Total (Not to Exceed)		**$119,300**

Kimley»Horn

ASH STREET INTERSECTION

Draft Schedule (July 22, 2025)

CELINA TEXAS

Life Connected.

EXHIBIT "C"
TIME / SCHDEULE

Key Tasks	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pre-Design																								
Design Contract Approval (Kimley-Horn)								★																
Topographic Survey								▬																
Miscellaneous Items																								
Project Kickoff								★																
Data Collection/Design Criteria								▬																
Conveyance Documents (Easement)												▬												
Conveyance (Easement)													▬	▬										
Franchise Utility Coordination & Relocation										▬	▬	▬	▬	▬	▬									
Preliminary Design																								
Preliminary Design (30%)									▬	▬														
Preliminary Design Meeting with City (30%)										★														
Final Design																								
Final Design									▬	▬	▬													
Final Design Submittal (90%)											★													
City Review (4 Weeks)											▨													
Address City Comments, Finalize Deliverables												▬	▬											
Final Submittal													★											
Bidding																								
Bid Phase													▬	▬	▬									
Construction																								
Execute Construction Contract/Notice to Proceed (TBD)															★									
Construction Phase Services (TBD)															▬	▬	▬	▬	▬	▬	★			
Record Documents (TBD)																					▬	▬		

★ Key Milestones/Submittals

EXHIBIT “D”
DELIVERABLES

See **EXHIBIT “A”**.

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, Madhuri Mohan, Planning Director, Dusty McAfee, Director of Development Services
Date:	September 9, 2025

Agenda Item:
Consider and act upon an amendment to the Development Agreement (7th amendment) with Horizon Rockhill Heights, LLC; generally located east of Preston Road, west of the BNSF Railroad between Malone Street and Country Road 95 (J. Fred Smith), within the City Limits. (Glasgow)

Background Information:
The original agreement was executed between the City of Celina and RCI-Celina 115, LLC on December 12, 2019. This agreement has been revised five (5) times since that date. In addition, the original agreement has been assigned to Horizon Rockhill Heights, LLC.

The purpose of the agreement is to amend the requirements for J Fred Smith Parkway (CR 95) pavement section. The existing alignment of J Fred Smith Parkway (CR 95) would require the developer to acquire right-of-way (ROW) from two residential homes that are adjacent to the existing roadway. Due to the proximity of the roadway, the distance from the front door of these homes, and Council direction, staff worked with the developer to allow for a non-city-standard section of asphalt pavement to be constructed for a portion of the proposed roadway. In addition, the roadway construction is being broken into two pieces due to the coordination time necessary between BNSF, the developer, and the City.

As a result of the residential family conflict, city staff worked with the developer to create an alternative construction option that would minimize the impact on these homesteads. The existing road will be reconstructed to asphalt from Preston Road (SH 289) to a point approximately 850' west of Preston Road. The remainder of the road will be reconstructed as concrete, beginning at a point approximately 850' west of Preston Road and extending westward to Louisiana Drive (B 289). In addition, this agreement allows for the construction of J Fred Smith Parkway (CR 95) to be completed in two phases - the eastern edge of BNSF to Preston Road (SH 289) in Phase 1 and

Louisiana Dr (B 289) to the eastern edge of BNSF property in Phase 2.

This agreement replaces the original roadway exhibit with the new exhibit to reflect the proposed roadway improvements. Please see the attached agreement for further information.

Legal Review:
Legal has reviewed and approved the amendment.

Supporting Documents:
1. Staff Presentation
2. Seventh Amendment to Development Agreement
3. Location Map

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

HEIGHTS AT UPTOWN DA AMENDMENT 07

City Council
September 09, 2025

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



LOCATION MAP

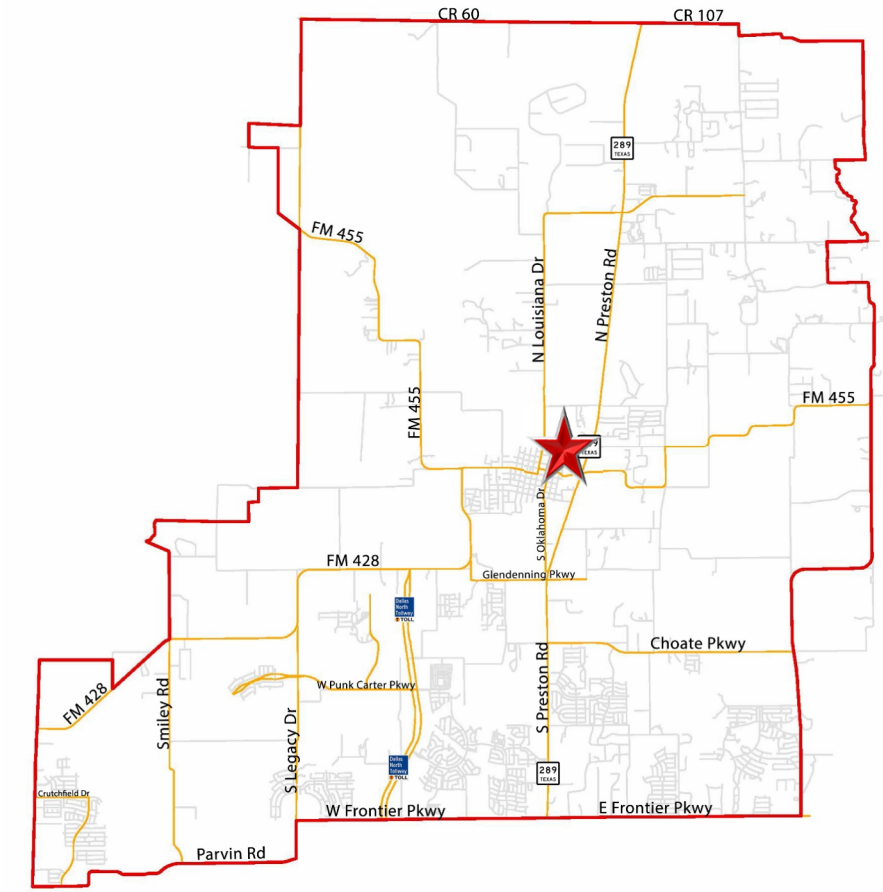
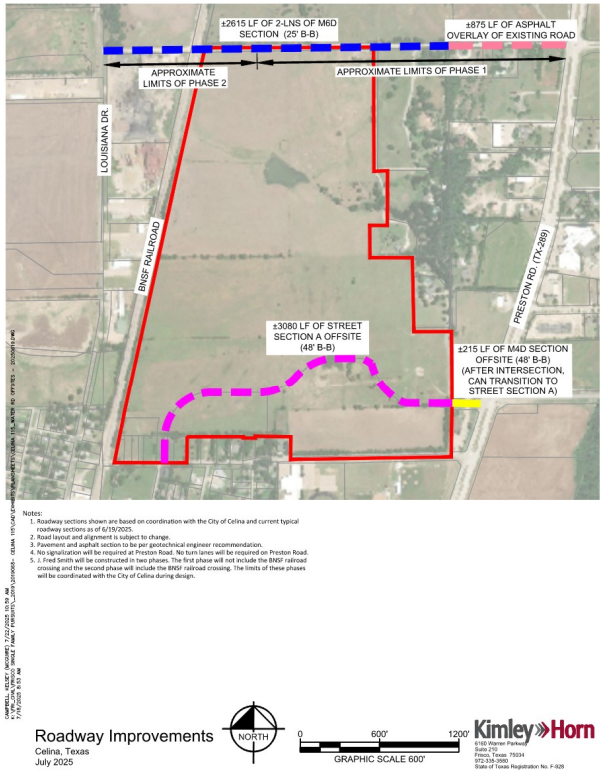


EXHIBIT E-1


±2615 LF OF 2-LNS OF M6D SECTION (25' B-B)
±875 LF OF ASPHALT OVERLAY OF EXISTING ROAD
APPROXIMATE LIMITS OF PHASE 2
APPROXIMATE LIMITS OF PHASE 1
LOUISIANA DR.
BNSF RAILROAD
PRESTON RD. (TX-289)
±3080 LF OF STREET SECTION A OFFSITE (48' B-B)
±215 LF OF M4D SECTION OFFSITE (48' B-B) (AFTER INTERSECTION, CAN TRANSITION TO STREET SECTION A)
Notes:
1. Roadway sections shown are based on coordination with the City of Celina and current typical roadway sections as of 6/19/2025.
2. Road layout and alignment is subject to change.
3. Pavement and asphalt section to be per geotechnical engineer recommendation.
4. No signalization will be required at Preston Road. No turn lanes will be required on Preston Road.
5. J. Fred Smith will be constructed in two phases. The first phase will not include the BNSF railroad crossing and the second phase will include the BNSF railroad crossing. The limits of these phases will be coordinated with the City of Celina during design.
Roadway Improvements
Celina, Texas
July 2025
NORTH
0
600'
1200'
GRAPHIC SCALE 600'
Kimley»Horn
6160 Warner Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

BACKGROUND

- The City approved a developer agreement with RCI-Celina 115 LLC in 2019 requiring the developer to construct 2 lanes of concrete for J Fred Smith Parkway from Louisiana Drive to Preston Road along existing gravel County Road 95.
- Existing County Road 95 does not have dedicated rights-of-way.
- Due to challenges with obtaining ROW, the DA is being amended to allow for non-City standard paving sections within the prescriptive ROW from Preston Road (SH 289) to a point approximately 850' west of Preston Road (SH 289) in the location of the existing gravel road. The remainder of the road will remain concrete.
- Additionally, the developer is needing to construct J Fred Smith in two phases to avoid delays due to the BNSF railroad crossing permitting process.

NEXT STEPS

- Developer will design and construct J Fred Smith along with their Phase 2 of their single-family subdivision.
- City will review the plans submitted by the developer to ensure adherence with City standards and the Development Agreement as amended and inspect the construction.

QUESTIONS?

SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Seventh Amendment to Development Agreement (this "Seventh Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Horizon Rockhill Heights LLC, a Texas limited liability company (the "Owner"), (Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties'') to be effective on the date upon which the last of all of the Parties has approved and duly executed this Seventh Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and RCI-Celina 115, LLC, a Texas limited liability company ("RCI-LLC") previously entered into that certain Development Agreement, effective December 12, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191219001619930 (the " Development Agreement"), as assigned by RCI LLC to RCI-Celina 115, LP, a Texas limited partnership ("RCI LP"), governing the development of approximately 130 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, the City and RCI LP entered into that certain First Amendment to Development Agreement, effective June 15, 2020; and

WHEREAS, the City and RCI LP entered into that certain Second Amendment to Development Agreement, effective January 26, 2021; and

WHEREAS, the City and RCI LP entered into that certain Third Amendment to Development Agreement, effective August 5, 2021; and

WHEREAS, the City and RCI LP entered into that certain Fourth Amendment to Development Agreement, effective November 11, 2021; and

WHEREAS, RCI LP assigned all of its obligations, rights, title and interest in and to the Development Agreement, as amended, to the Owner, pursuant to an Assignment and Assumption of Development Agreement, effective March 21, 2022; and

WHEREAS, the City and RCI LP entered into that certain Fifth Amendment to Development Agreement, effective May 18, 2022; and

WHEREAS, the City and Owner entered into that certain Sixth Amendment to Development Agreement, effective August 8, 2023, pursuant to which Owner acknowledged, affirmed, consented, and agreed to the obligations of the Owner set forth in the Fifth Amendment from the effective date of the Fifth Amendment; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Seventh Amendment; and

WHEREAS, this Seventh Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Owner and the City are proceeding in reliance of the enforceability of this Seventh Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Seventh Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Roadway Improvement. **Exhibit E-1** to the Development Agreement, as amended, is hereby amended as attached hereto.

Section 2. Construction of J. Fred Smith Road. Owner shall commence construction of the second phase of J. Fred Smith Road, as depicted on **Exhibit E-1** attached hereto, within two years of Owner's execution of a Construction and Maintenance (C&M) Agreement with BNSF Railway Company and the issuance of a Notice to Proceed to cross the railroad depicted on **Exhibit E-1** attached hereto. If the construction of the second phase of J. Fred Smith Road is not completed by the time that the second phase of development of the Property is determined by the City to be substantially complete, Owner agrees to deposit funds with a mutually agreed upon escrow agent, in an amount approved by the City and based on competitive bids received by Owner, in accordance with state law, to be drawn upon by the Owner for Owner's completion of any remaining construction of the second phase of J. Fred Smith Road (the "Escrowed Funds"), . The City hereby agrees that any remaining Escrowed Funds after acceptance by the City of the second phase of J. Fred Smith Road shall be promptly remitted to Owner.

Section 3. No Other Amendments. Subject to the amendments contained in this Seventh Amendment, all provisions of the Development Agreement, as amended, remain in full force and effect.

Section 4. Counterparts. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by the City and the Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Ashley Owens, 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 in and for the State of Texas

(SEAL)

OWNER:

HORIZON ROCKHILL HEIGHTS, LLC,
a Texas limited liability company

By: _____

Name: Ryan Griffin

Title: Manager

STATE OF TEXAS §
§
COUNTY OF Collin §

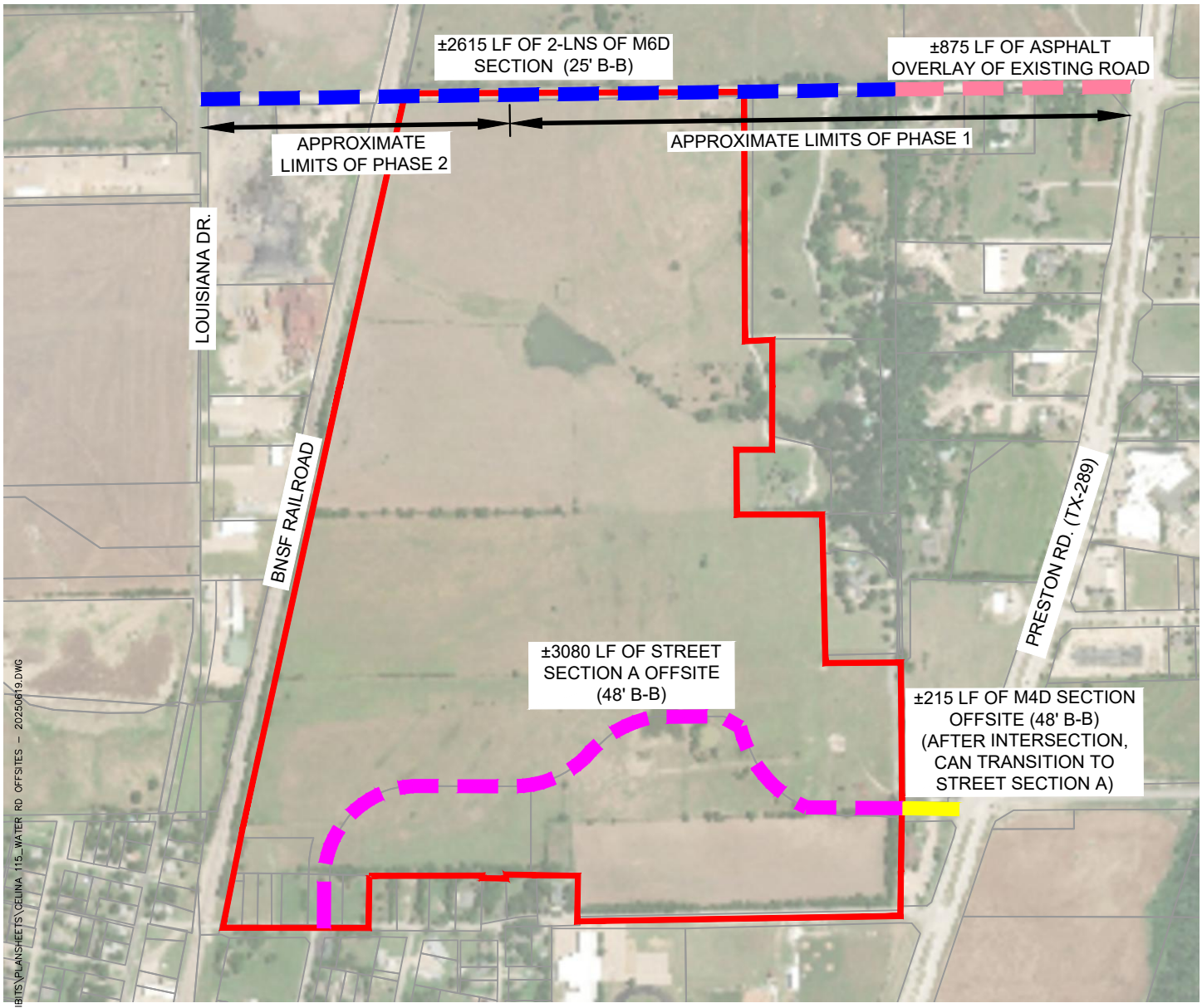
This instrument was acknowledged before me on the 27 day of August, 2025, by Ryan Griffin, Manager of Horizon Rockhill Heights, LLC, a Texas limited liability company, on behalf of said entity.

CORINNE C RENO
Notary ID #135007962
My Commission Expires
July 24, 2028

_____
Notary Public in and for the State of Texas

(SEAL)

EXHIBIT E-1



Notes:

1. Roadway sections shown are based on coordination with the City of Celina and current typical roadway sections as of 6/19/2025.
2. Road layout and alignment is subject to change.
3. Pavement and asphalt section to be per geotechnical engineer recommendation.
4. No signalization will be required at Preston Road. No turn lanes will be required on Preston Road.
5. J. Fred Smith will be constructed in two phases. The first phase will not include the BNSF railroad crossing and the second phase will include the BNSF railroad crossing. The limits of these phases will be coordinated with the City of Celina during design.

CAMPBELL, KELSEY (MCGUIRE) 7/22/2025 10:59 AM
K:\FRI_CIVIL\FRISCO SINGLE FAMILY PURSUITS_2019\2019068- CELINA 115\CAD\EXHIBITS\PLANSHEETS\CELINA 115_WATER RD OFFSITES - 20250619.DWG
7/18/2025 8:53 AM

Roadway Improvements

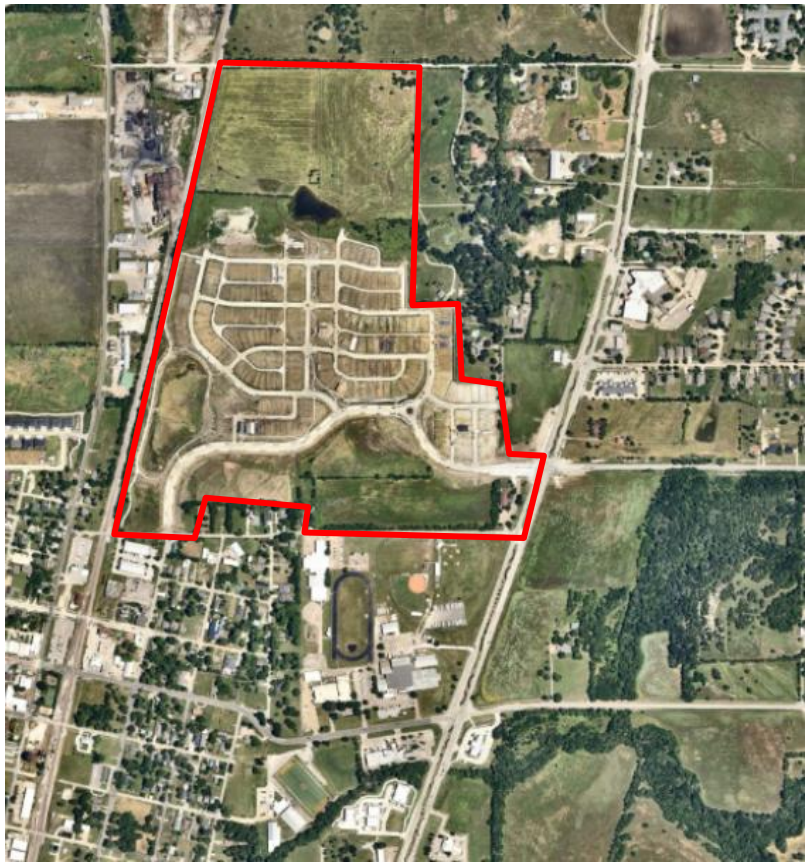
Celina, Texas
July 2025

NORTH

0 600' 1200'
GRAPHIC SCALE 600'

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

LOCATION MAP



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
Date: September 9, 2025

Agenda Item:
Consider and act to award Bid 2025-056 for the construction of the Preston Road Median Tree Replacement from Frontier Parkway to N. Legacy Drive to Pace Turf Solutions in the amount of $629,786.00 plus a ten percent contingency in the amount of $62,978.60 for a total amount not to exceed $692,764.60. (Glasgow)

Background Information:
In November 2023, the Celina City Council approved a design contract with Teague, Nall, and Perkins, Inc. to prepare construction documents for approximately seven (7) miles of median trees and their associated tree bubblers along Preston Road. As part of this design process, staff and the consultant reviewed the current condition of all trees along Preston Road. An evaluation was completed on the existing irrigation system, and a meeting was held with TxDOT regarding the impact of the future widening of Preston Road and the options available regarding irrigation.

Several items were identified at the TxDOT meeting that impacted design decisions. TxDOT directed staff that no additional spray heads could be installed, but the existing irrigation system could be modified. TxDOT informed staff that the future 5th and 6th lanes would be widened to the inside. The existing median widths will be reduced to various widths from six feet to approximately 20 feet. TxDOT also educated staff on traffic signal requirements for existing and proposed tree locations. With this information, the staff met both internally and with the design team. Both proposed and existing traffic signal locations were identified. Existing and future median openings were also identified.

In addition, staff evaluated the existing irrigation system with water conservation as a focus. The current irrigation system has seven different controllers with 40+ different zones within each system. The city's irrigation system does not have any overarching management component. In addition, the existing irrigation system only covers Preston Road with spray heads. Current Celina standards require the installation of tree bubblers as part of the irrigation design for effective water

utilization. It was determined that updating the existing irrigation system with new controllers and tree bubblers provided the most efficient use of water.

As part of the improved water management strategy, staff meet with various vendors to consider irrigation options. The existing controllers are 10+ years old and will be replaced by this project. The new system will transition to a web-based operation, which will allow staff to monitor the system. The management system can be expanded to allow staff to monitor other areas of the city as the city's irrigation responsibilities grow. The new irrigation system will notify staff when the system has excessive water utilization occurs, which may be a result of equipment working incorrectly.

The tree replacement design considered multiple factors. TxDOT location requirements, irrigation needs, water utilization, and long-term growth. If an area may become a median in the future or have a traffic signal, no trees will be replaced, and diseased or dead trees will be removed. Existing trees that are in good shape will remain until they need to be removed. New specimen trees will likely need supplemental water for the first three to five years, but should have limited need for supplemental water after that timeframe.

Staff considered the possibility of a larger landscaping project to incorporate less water-dependent plants and shrubs, and xeriscaping elements. Any plant material that is installed within the footprint of the Preston Road widening will be removed in the future. The roadway expansion was considered for all tree replacements. The new trees should not be impacted by the expansion. However, it would be difficult to avoid damage to landscape beds as part of the widening.

On August 20, 2025, the City received responses to bid 2025-056 for the Preston Rd Median Tree Replacement. The project includes the removal and replacement of dead trees, as well as the expansion of the irrigation system within the median of Preston Road, from Frontier Parkway to N Legacy Drive. The proposed project will include the planting of approximately fifty-six (56) larger caliper trees (4"), and three hundred and eighty-five (385) ornamental trees. Also, the installation of approximately four thousand, four-hundred and fifty-two linear feet (4,452') of irrigation line and seven (7) new irrigation system controllers.

The Purchasing Department completed an initial internal review to verify submissions met the minimum requirements. Upon contacting and receiving positive feedback from the vendor's references, the design engineer recommended Pace Turf Solutions as the lowest responsible bidder.

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

Supporting Documents:
1. Staff Presentation
2. Location map
3. Agenda Recap - 2025-056
4. Bid Tabulation by Line Item
5. 2025-056 Standard_Form_of_Agreement_Pace Turf Solutions - Partially Executed

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

Staff Recommendation:
Staff recommends awarding the contract as presented.

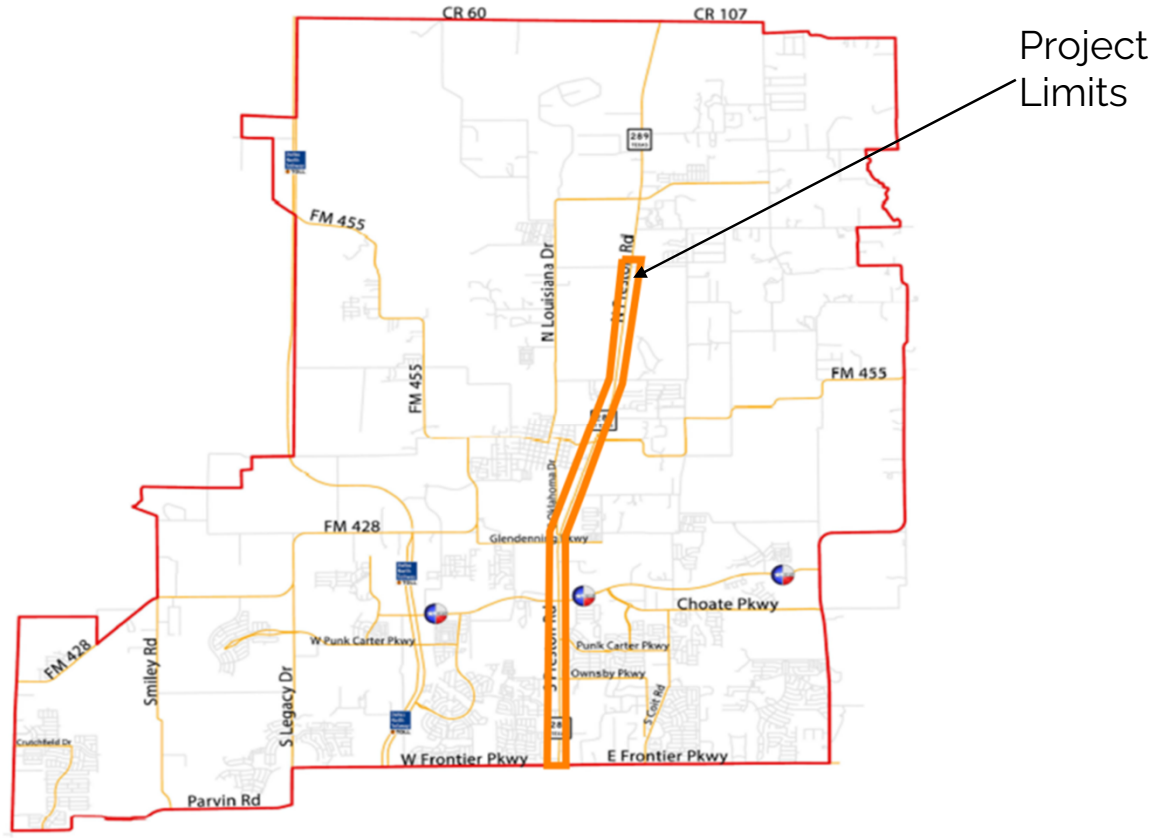
PRESTON RD MEDIAN TREE REPLACEMENT PROJECT

September 9, 2025

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



LOCATION MAP



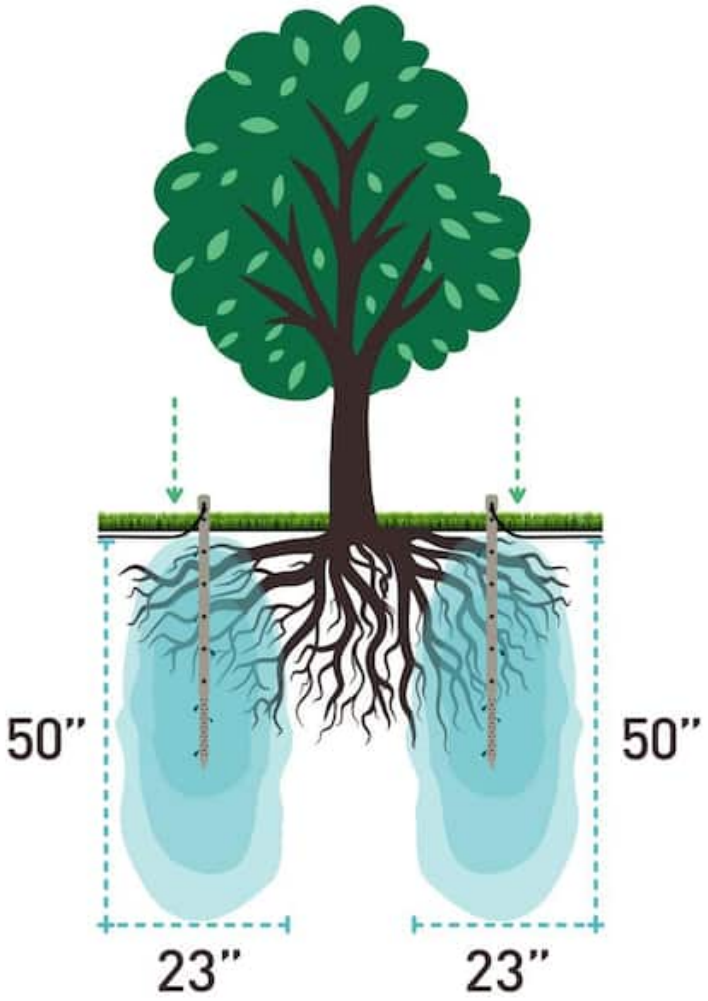
EXISTING CONDITIONS

- Over 400 dead/diseased trees
- City met with TxDOT to discuss options
- No additional spray heads allowed on Preston
- No tree bubblers exist
- Existing irrigation is not “Smart”
- Preston has 7 different systems with 40+ zones each
- Irrigation clocks are managed manually



PROPOSED CONDITIONS

- Install tree bubblers at existing and proposed trees
- TxDOT approved modification
- Update controllers to “Smart” controllers
- Existing turf will remain
- Existing trees will be pruned as necessary for shape and removal of dead/diseased branches



PROJECT SUMMARY

- The project includes the removal and replacement of dead trees, and the expansion of the irrigation system within the median of Preston Road from Frontier Pkwy to N Legacy Drive:
  - 56 large caliper trees (4")
  - 385 ornamental trees
  - 4,452 linear feet of irrigation line
  - 7 irrigation system controllers

- On August 20, 2025, the City received responses to bid 2025-056 for the Preston Rd Median Tree Replacement.

- Six (6) bids were received.



BID 2025-056

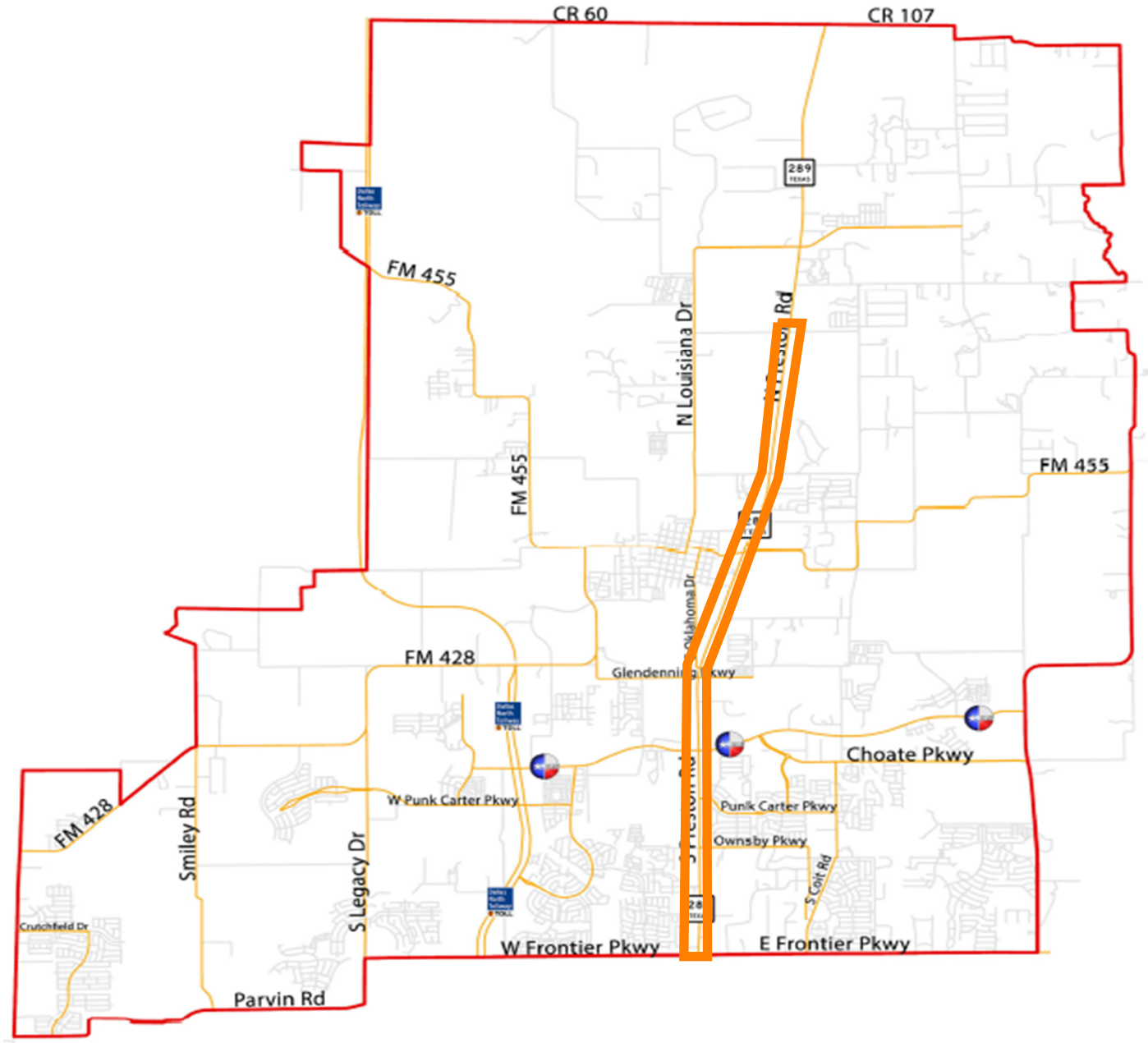
- First lowest apparent bidder is Pace Turf Solutions
- Bid Price: $629,786.00
- 10% Contingency: $62,978.60
- Total Not to Exceed: $692,764.60

Event Number	2025-056
Event Title	Preston Road Median Tree Replacement
Event Type	ITB
Issue Date	8/1/2025 08:00:03 AM (CT)
Close Date	8/20/2025 10:00:00 AM (CT)

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

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Pace Turf Solutions (Pace Construction Services)	Melissa	TX	8/20/2025 09:32:53 AM (CT)	11	$629,786.00
Central North Construction, LLC	Allen	TX	8/20/2025 09:20:45 AM (CT)	11	$674,865.00
BrightView Landscape Services, Inc.	Dallas	TX	8/20/2025 09:30:53 AM (CT)	11	$695,098.27
SRH Landscapes LLC	Dallas	TX	8/19/2025 07:08:18 PM (CT)	11	$854,312.20
C. Green Scaping, LP	Fort Worth	TX	8/20/2025 08:56:13 AM (CT)	11	$886,613.20
Ratliff Hardscape, Ltd	Lewisville	TX	8/20/2025 09:59:03 AM (CT)	11	$1,173,218.00

QUESTIONS?


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

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-056
SOLICITATION NAME: Preston Rd Median Tree Replacement
PROJECT #: P35

Bid Opening Date	8/20/25	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1087
Number of Submissions:	6
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	6
Number of No Bids	4
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.

Six responses were received and all were deemed responsive and were sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	Pace Turf Solutions
Contract Term:	165 Calendar Days

Ryan Quigley, Purchasing Agent	8/20/25
Submitted By	Date

2025-056 Preston Rd. Median Tree Replacement Opened 8/20/25 at 10:00 AM				Pace Turf Solutions (Pace Construction Services)		Central North Construction, LLC		BrightView Landscape Services, Inc.		SRH Landscapes LLC		C. Green Scaping, LP		Ratliff Hardscape, Ltd	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Demolition	528	EA	$ 175.00	$ 92,400.00	$ 150.00	$ 79,200.00	$ 96.07	$ 50,724.96	$ 246.00	$ 129,888.00	$ 375.00	$ 198,000.00	$ 975.00	$ 514,800.00
2	Large Trees - 4 inch caliper with guys	56	EA	$ 1,500.00	$ 84,000.00	$ 1,650.00	$ 92,400.00	$ 946.97	$ 53,030.32	$ 1,135.00	$ 63,560.00	$ 1,390.00	$ 77,840.00	$ 1,014.00	$ 56,784.00
3	Ornamental Trees - 2 inch caliper with guys	385	EA	$ 268.00	$ 103,180.00	$ 520.00	$ 200,200.00	$ 429.05	$ 165,184.25	$ 423.00	$ 162,855.00	$ 740.00	$ 284,900.00	$ 423.60	$ 163,086.00
4	Tree Protection	4520	LF	$ 8.70	$ 39,324.00	$ 10.00	$ 45,200.00	$ 9.24	$ 41,764.80	$ 6.07	$ 27,436.40	$ 4.50	$ 20,340.00	$ 3.60	$ 16,272.00
5	Traffic Control	6	MO	$10,000.00	$ 60,000.00	$ 1,850.00	$ 11,100.00	$ 14,140.91	$ 84,845.46	$ 9,498.00	$ 56,988.00	$ 10,200.00	$ 61,200.00	$ 4,200.00	$ 25,200.00
6	Permanent Irrigation per Tree	441	EA	$ 183.00	$ 80,703.00	$ 257.00	$ 113,337.00	$ 167.69	$ 73,951.29	$ 417.00	$ 183,897.00	$ 174.00	$ 76,734.00	$ 305.00	$ 134,505.00
7	4 inch Bores and Sleeve (Sch 40)	376	LF	$ 67.00	$ 25,192.00	$ 30.00	$ 11,280.00	$ 92.31	$ 34,708.56	$ 52.00	$ 19,552.00	$ 44.00	$ 16,544.00	$ 53.00	$ 19,928.00
8	2 inch Mainline (Class 200)	4076	LF	$ 12.00	$ 48,912.00	$ 4.25	$ 17,323.00	$ 18.46	$ 75,242.96	$ 3.30	$ 13,450.80	$ 2.70	$ 11,005.20	$ 9.50	$ 38,722.00
9	Decoders	283	EA	$ 175.00	$ 49,525.00	$ 175.00	$ 49,525.00	$ 138.46	$ 39,184.18	$ 205.00	$ 58,015.00	$ 250.00	$ 70,750.00	$ 209.00	$ 59,147.00
10	Controllers	7	EA	$ 3,000.00	$ 21,000.00	$ 5,000.00	$ 35,000.00	$ 5,846.15	$ 40,923.05	$ 15,485.00	$ 108,395.00	$ 4,700.00	$ 32,900.00	$ 18,792.00	$ 131,544.00
11	Pedestal for Controllers	7	EA	$ 3,650.00	$ 25,550.00	$ 2,900.00	$ 20,300.00	$ 5,076.92	$ 35,538.44	$ 4,325.00	$ 30,275.00	$ 5,200.00	$ 36,400.00	$ 1,890.00	$ 13,230.00
	Grand Total				**$ 629,786.00**		**$ 674,865.00**		**$ 695,098.27**		**$ 854,312.20**		**$ 886,613.20**		**$ 1,173,218.00**

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and Pace Turf Solutions (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
Preston Rd Median Tree Replacement
BID 2025-056

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:

Provide landscaping and irrigation for approximately 7.6 miles of median trees and their associated tree bubblers along Preston Road from Frontier Pkwy to N Legacy Drive.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 135 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 165 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$629,786.00**

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 once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Paul Anderson
	Paul Anderson Printed Name & Title
	Aug 25, 2025
Date	Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **Purchasing@celina-tx.gov**	Address for giving notices: 1904 Thornberry dr Melissa Tx 75454

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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
Date: September 9, 2025

Agenda Item:
Consider and act upon an Ordinance authorizing the release of the Drainage Easement dedicated to the City of Celina for a drainage channel by Ownsby 1180 Farm Ltd. (Glasgow)

Background Information:
A drainage channel was created with the Homestead of Ownsby Farms phase 2 development to convey stormwater from the Ownsby 1180 Farm Ltd tract (currently subdivided and owned by Costco Wholesale Corporation and Trinity Celina LLC) to the Doe branch creek just north of John Campbell Trail. The easement for the channel was dedicated to the City by a separate instrument recorded in the Collin County records as document number 20180314000314180, dated the 14th day of March 2018. With the installation of new storm infrastructure with the Village at Ownsby Farms project, the drainage channel and easement are no longer needed, hence the request for this abandonment.

Legal Review:
Legal has previously approved the Easement Abandonment language for this Ordinance.

Supporting Documents:
1. Staff Presentation
2. Ordinance
3. Location Map

Financial Consideration:
N/A

Staff Recommendation:

Staff recommends approval.

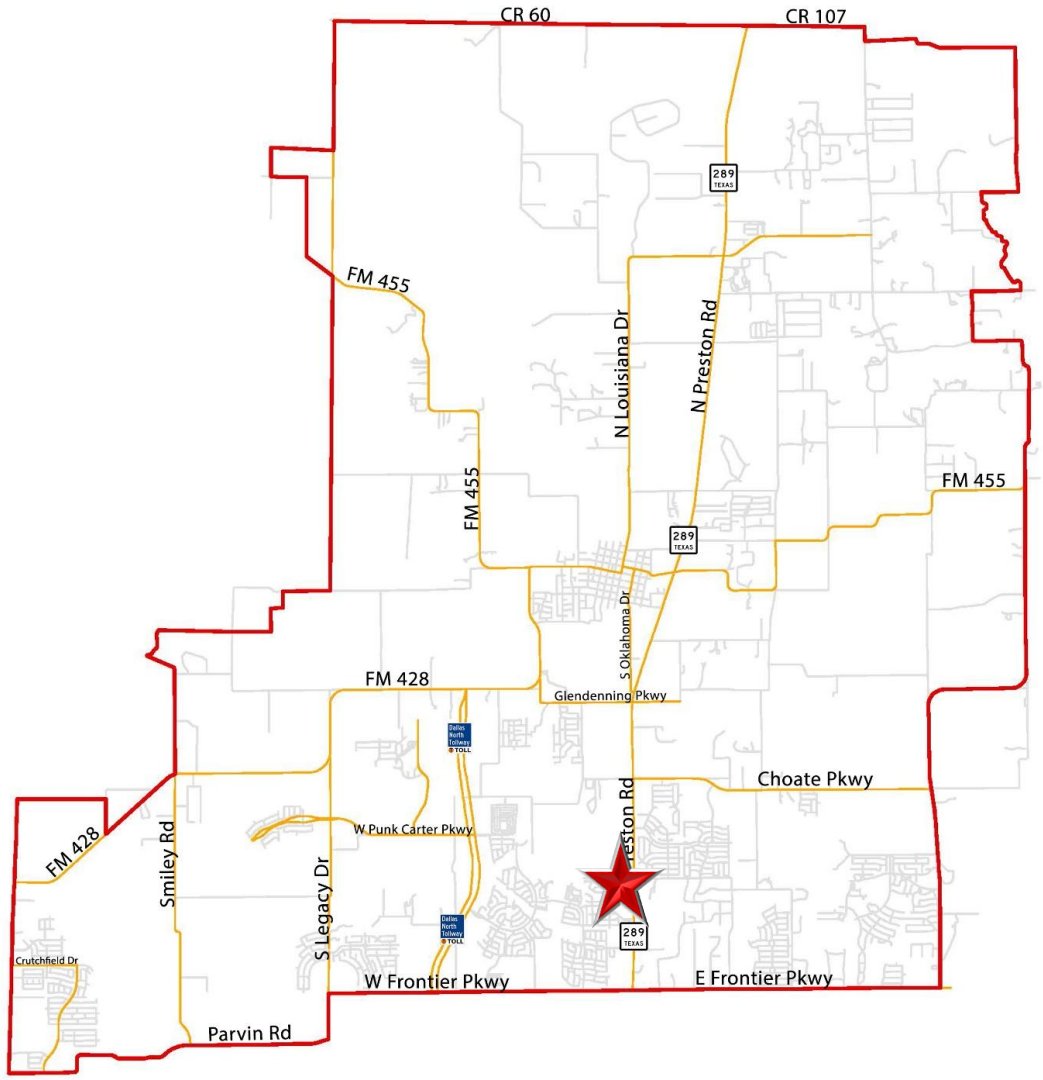
DRAINAGE EASEMENT ABANDONMENT COSTCO SITE

City Council
September 09, 2025

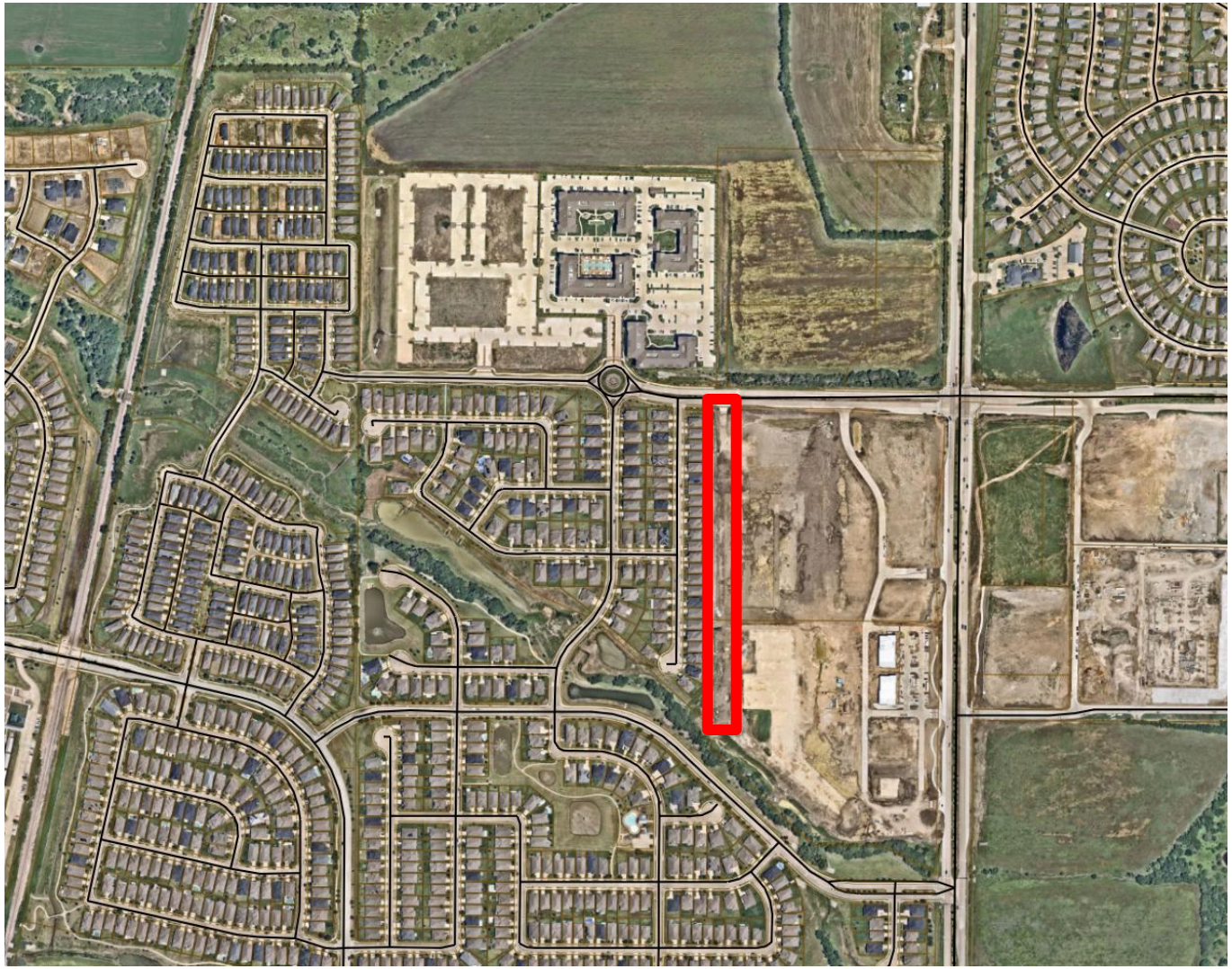
Andy Glasgow, P.E., PMP, CFM, ENV SP
Director of Engineering



LOCATION MAP



LOCATION MAP



BACKGROUND

- A drainage channel was created with the Homestead of Ownsby Farms phase 2 development to convey stormwater from the Ownsby 1180 Farm Ltd tract (currently subdivided and owned by Costco Wholesale Corporation and Trinity Celina LLC) to the Doe branch creek just north of John Campbell Trail.
- The easement for the channel was dedicated to the city by a separate instrument recorded in the Collin County records as document number 20180314000314180, dated the 14th day of March 2018.
- With the installation of new storm infrastructure with the Village at Ownsby Farms project, the drainage channel and easement are no longer needed, hence the request for this abandonment.

NEXT STEPS

- An approval of an ordinance by City Council authorizing the abandonment of the drainage easement.

QUESTIONS?

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A 90-FOOT WIDE DRAINAGE EASEMENT SITUATED ON A 2.833 ACRE TRACT OF LAND IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO COSTCO WHOLESALE CORPORATION, RECORDED IN INSTRUMENT NO. 20180314000314180 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT INCLUDING THE CONVEYANCE OF PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE ADDITIONAL NECESSARY DOCUMENTS OR ACTIONS; ; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "**City**") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, an easement by that certain document number 20180314000314180, dated the 14th day of March 2018, recorded in the Real Property Records of Collin County, Texas, the City was granted the right to install, repair, maintain, alter, replace, relocate, rebuild, remove and operate drainage facilities along, over, upon and across certain property more particularly described therein (the "Easement"), attached as Exhibit "A", by Ownsby 1880 Farms Ltd, the grantors and abutting property owner who owns the underlying fee simple (the "Owner"); and

WHEREAS, the City of Celina has determined that it no longer needs the Easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created insofar as it affects or appertains to the premises described therein; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Easement no longer provides a public benefit and that the public would be best served by its abandonment

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 into the body of this Ordinance as if fully set forth herein.

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. Abandonment. The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes,

and shall be construed to extend only to that interest which the City may legally and lawfully abandon and vacate.

Section 4. Conveyance. The Easement, subject to the restrictions described in Section 3, shall be conveyed to the Owner.

Section 5. **Authorization of City Manager**. The City Manager of Celina is hereby authorized and directed to execute any and all further required documents, or take further actions, to complete the abandonment and conveyance to the Owner, and to ensure that such abandonment and conveyance is reflected in the property records of Collin County, Texas.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED, APPROVED, AND ADOPTED on this the 9th day of September, 2025 by the City Council of the City of Celina, Texas.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
Easement



DRAINAGE EASEMENT

AFTER RECORDING RETURN TO:
City of Celina
Attn: City Manager
302 W. Walnut St.
Celina, Texas 75009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT Ownsby 1880 Farms Ltd., a Texas limited partnership ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by the City of Celina, a municipality situated in Collin County and Denton County, Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee an easement to install, repair, maintain, alter, replace, relocate, rebuild, remove and operate drainage facilities (the "Improvements") in, into, upon, over, across, under and through that certain approximately tract of land in Collin County, Texas, more particularly described as a 90' Drainage Easement in Exhibit A attached hereto and made a part hereof by reference (the "Easement Property"), said Easement Property being a part of that certain tract of land described by deed to Ownsby 1880 Farms, LTD., recorded in Volume 4332, Page 1047, Official Public Records, Collin County, Texas (the "Grantor Property").

The right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property for growing crops or other agricultural uses, landscaping, recreational uses, and construction of roadways, driveways, utility lines, dry detention areas, parking lots, fences, irrigation facilities and other associated improvements over or across the Easement Property to the extent that such use and enjoyment does not limit, obstruct or impair Grantee's use of the Easement Property for the permitted purposes. Construction of a parking lot or crossing the Easement Property by public right-of-way, public utility easement or public drainage easement at an angle at least 45 degrees shall not be considered to unreasonably interfere with Grantee's use of the Easement Property; provided, however, in no event shall a wall, structure or building of any type be placed on the Easement Property without the express prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

Additionally, Grantor does hereby grant, sell and convey to Grantee a contiguous temporary construction easement over the portion of the property described as a 50' Temporary Construction Easement in **Exhibit "A"** that is adjacent to the Easement Property (the "Temporary

Title Data, Inc. UA TDI63051 CO 2018000314180.001

Construction Easement") for the purpose of installing the improvements on the Easement Property, which Temporary Construction Easement shall terminate on March 31, 2019. The Temporary Construction Easement shall include the right to excavate and fill upon the temporary easement, but Grantee shall replace any fences or other fixtures upon the temporary easement without cost to Grantor, and shall restore the property, which is subject to the temporary easement as closely as possible to its condition prior to entry thereon.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property and/or Temporary Construction Easement, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property and/or Temporary Construction Easement within a reasonable time, not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee, or March 31, 2019, whichever is earlier. Grantee shall also restore the surface of the Easement Property and/or Temporary Construction Easement to a smooth contour following said installation or use of the Easement Property and/or Temporary Construction Easement, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time, not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee, or March 31, 2019, whichever is earlier. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

Grantor and Grantee hereby agree and acknowledge that: (a) Grantee shall have full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Easement Property and Temporary Construction Easement (collectively, the "Easement Maintenance Obligations"); (b) Grantee shall be fully and solely responsible for any costs and expenses relating to the Easement Maintenance Obligations; (c) Grantee shall use commercially reasonable efforts to restore the crops, curbs, sidewalks, and all other improvements that are located in the Grantor Property, Easement Property and/or Temporary Construction Easement that are disturbed or damaged by Grantee in its performance of the Easement Maintenance Obligations, (d) Grantee shall replace and restore any fences and gates to the future right-of-way line (and any asphalt or concrete associated with the entry into or exit from such fence or gate) that are located on the Grantor Property that are disturbed or damaged by Grantee in its performance of the Easement Maintenance Obligations or otherwise, and (e) Grantee shall use commercially reasonable efforts to maintain temporary fencing and/or gating adequate to prevent the escape of or injury to any livestock located on the Grantor Property, and (f) Grantee shall be responsible for replacing, or providing reimbursement for, all livestock, crops, trees and other landscaping features removed or otherwise damaged or destroyed by Grantee during its performance of the Easement Maintenance Obligations and Grantee shall reimburse Grantor for the reasonable costs thereof promptly upon receipt of bills therefor, to the extent that such reasonable costs are consistent with the estimates for such work provided to Grantee at least ten (10) days prior to the commencement of such work. In the event the Easement Maintenance Obligations require material disruption to any livestock-management activities, crops or improvements located on the Grantor Property ("Invasive Work"), Grantee shall deliver written notice to Grantor ten (10) business days prior to the commencement of any Invasive Work. Grantor and Grantee agree to reasonably cooperate in determining the length and scope of the Invasive Work.

Title Data, Inc. UA TDI63051 CO 2018000314180.002

Except as otherwise agreed to in writing between the parties, and upon the completion of the Improvements, Grantee shall (a) use commercially reasonable efforts to restore the land and any landscaping, crops, curbs, sidewalks, and all other improvements that are located in the Easement Property and/or Temporary Construction Easement (collectively, the "Existing Condition") that are disturbed or damaged by Grantee while Grantee is completing the Improvements to a condition substantially similar to the pre-existing condition, and (b) pay any and all reasonable costs and expenses relating thereto. Additionally, within thirty (30) days after receiving notice from Grantor that Grantee has disrupted the Existing Condition and has failed to restore to the Existing Condition in accordance with this Paragraph within such thirty (30) day period, Grantee hereby agrees that Grantor can restore to such Existing Condition and submit such reasonable costs for reimbursement by Grantee and Grantee shall remit payment for undisputed reasonable costs within thirty (30) days of Grantee's receipt of invoices or bills for such costs. Grantee shall at all times keep the Easement Property and Temporary Construction Easement and surrounding areas free from accumulation of waste matter and rubbish, and shall confine equipment, materials and operations of workers to the limits of the Easement Property and/or Temporary Construction Easement. All rubbish and debris shall be removed and disposed of from the areas on an as needed basis. Upon the completion of the Improvements, Grantee shall remove from the Easement Property and Temporary Construction Easement all rubbish, tools, equipment, unused building materials and other associated materials. Grantee shall be responsible for repair or clean-up of any items within or beyond the Easement Property and Temporary Construction Easement damaged by its or its subcontractors' operations.

Notice is hereby given that no laborer's, mechanic's or materialman's or other lien for any labor, service or materials furnished or to be furnished Grantee with respect to work performed by or at the direction of Grantee hereunder shall attach to or affect the interest of Grantor in and to the Easement Property, Temporary Construction Easement or the Grantor Property. At Grantor's reasonable request, Grantee shall provide to Grantor either (i) evidence reasonably satisfactory to Grantor that the Easement Property and the Grantor Property are not subject to Liens (as defined below) as a result of the Construction Activities, or (ii) copies of lien waivers executed by the applicable contractors. If any "Lien" or notice thereof shall at any time be filed, then Grantee shall cause the same to be bonded or discharged of record, within 60 days after the date of receipt of written notice from Grantor identifying the Lien. "Lien" shall mean any mechanics or other liens against all or any portion of the Easement Property, Temporary Construction Easement or the Grantor Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Grantee, its agents, employees, contractors or subcontractors, or anyone employed by any of them, in connection with the exercise by Grantee of any of its rights hereunder, or the performance by Grantee of any of its obligations hereunder.

This easement grant is made by Grantor and accepted by Grantee subject to all valid and subsisting restrictions, encumbrances, easements, covenants and conditions, rights-of-way, reservations, surface agricultural and grazing leases, oil, gas or other exploration agreements and leases and other instruments or contractual rights or obligations that affect the Easement Property.

To the extent allowed by law, GRANTEE (together with any person assuming their obligations, being herein called the "Indemnitor") shall indemnify, defend and hold harmless GRANTOR, its partners, employees, affiliated entities and controlling persons (GRANTOR and each such other person or entity being herein called the "Indemnitee") from and against any and

Title Data, Inc. UA TDI63051 CO 2018000314180.003

all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnitee in connection with the use or occupancy by Indemnitor (or its contractors, employees or agents) of the EASEMENT PROPERTY AND/OR TEMPORARY CONSTRUCTION EASEMENT (or surrounding property) and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnitee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the use by Indemnitor (or its contractors, employees or agents) of the EASEMENT PROPERTY AND/OR TEMPORARY CONSTRUCTION EASEMENT (or surrounding property).

Grantee shall obtain and maintain during the entirety of the construction of the Improvements liability insurance coverage with a minimum of $1,000,000 coverage per occurrence, and $1,000,000 coverage in the aggregate, with Grantor named as an additional insured thereon.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, or at such time as the purpose described above ceases to exist, is abandoned by Grantee, or becomes impossible to perform, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR RETAINS AND RESERVES ALL MINERALS AND MINERAL INTERESTS IN THE EASEMENT PROPERTY; HOWEVER, GRANTOR DOES HEREBY RELEASE AND WAIVE ALL USE OF THE SURFACE OF THE EASEMENT FOR EXPLORING, DEVELOPING, DRILLING, PRODUCING, MINING, TREATING, OR STORING THE OIL, GAS OR OTHER MINERALS IN, ON AND UNDER THE EASEMENT PROPERTY.

[*Signature Page Follows*]

Title Data, Inc. UA TDI63051 CO 2018000314180.004

EXECUTED this 2nd day of March, 2018.

GRANTOR:

Ownsby 1880 Farms Ltd.
A Texas limited partnership

By: Ownsby-Christie, Inc.,
a Texas corporation
general partner

By: Christie Ownsby Duke
Name: Christie Ownsby Duke
Its: President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 2nd day of March, 2018, by Christie Ownsby Duke, as President of Ownsby-Christie, Inc., as General Partner of Ownsby 1880 Farms Ltd., a Texas partnership on behalf of said partnership.

Notary Public, State of Texas

ANNA KRISTEN HUSSEY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 131329720

Title Data, Inc. UA TDI63051 CO 2018000314180.005

GRANTEE:

City of Celina

By: _____

Title: City Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 12 day of March, 2018, by Jason Laurmer, City Manager of the City of Celina, on behalf of said municipality.

_____
Notary Public, State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Title Data, Inc. UA TDI63051 CO 2018000314180.006

Description of a 90'
Drainage Easement

BEING a certain tract of land situated in Collin County School Land Survey, Abstract Number 167, Collin County, Texas and being a part of that tract of land described by deed to Ownsby 1880 Farms, LTD., recorded in Volume 4332, Page 1047 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

COMMENCING at a found 5/8 inch iron rod with plastic cap stamped "Peloton" at the Northeast corner of that tract of land described by deed to CADG Ownsby Farms, LLC recorded in Instrument Number 20150306000243010 of said Official Public Records, also being a common corner with said Ownsby 1880 Farms LTD tract, from which a 5/8 inch iron rod with plastic cap stamped "Peloton" found bears N 89° 59' 53" W, 1,578.03 feet;

THENCE S 00° 32' 58" E, 108.73 feet with the east line of said CADG Ownsby Farms LLC tract to the **POINT OF BEGINNING**;

THENCE S 89° 59' 53" E, 90.00 feet departing said east line;

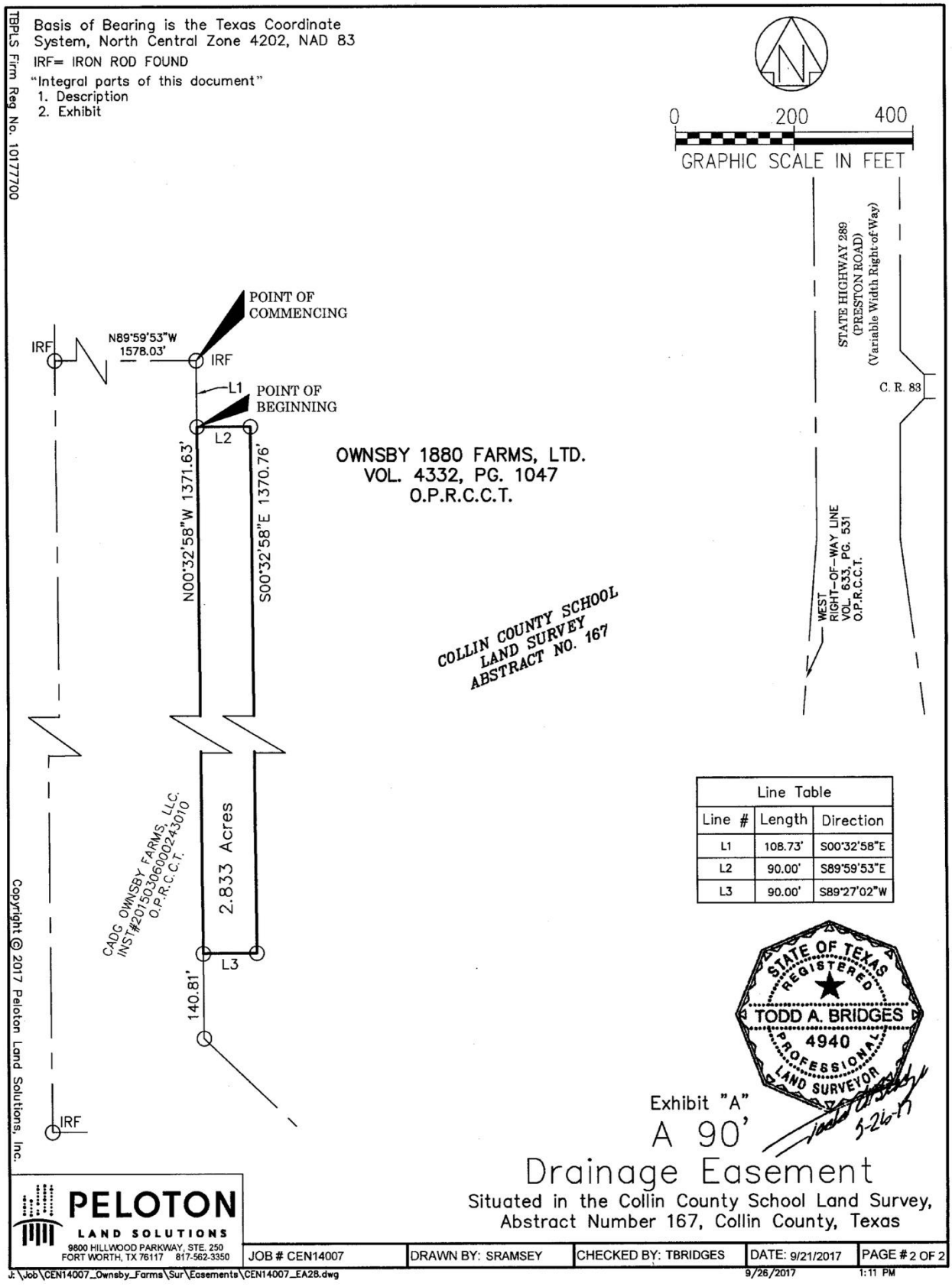
THENCE S 00° 32' 58" E, 1,370.76 feet;

THENCE S 89° 27' 02" W, 90.00 feet to east line of said CADG Ownsby Farms LLC tract;

THENCE N 00° 32' 58" E, 1,371.63 feet with said east line to the **POINT OF BEGINNING** and containing 123,408 square feet or 2.833 acres of land, more or less.

"Integral parts of this document"
1. Description
2. Exhibit

Title Data, Inc. UA TDI63051 CO 2018000314180.007



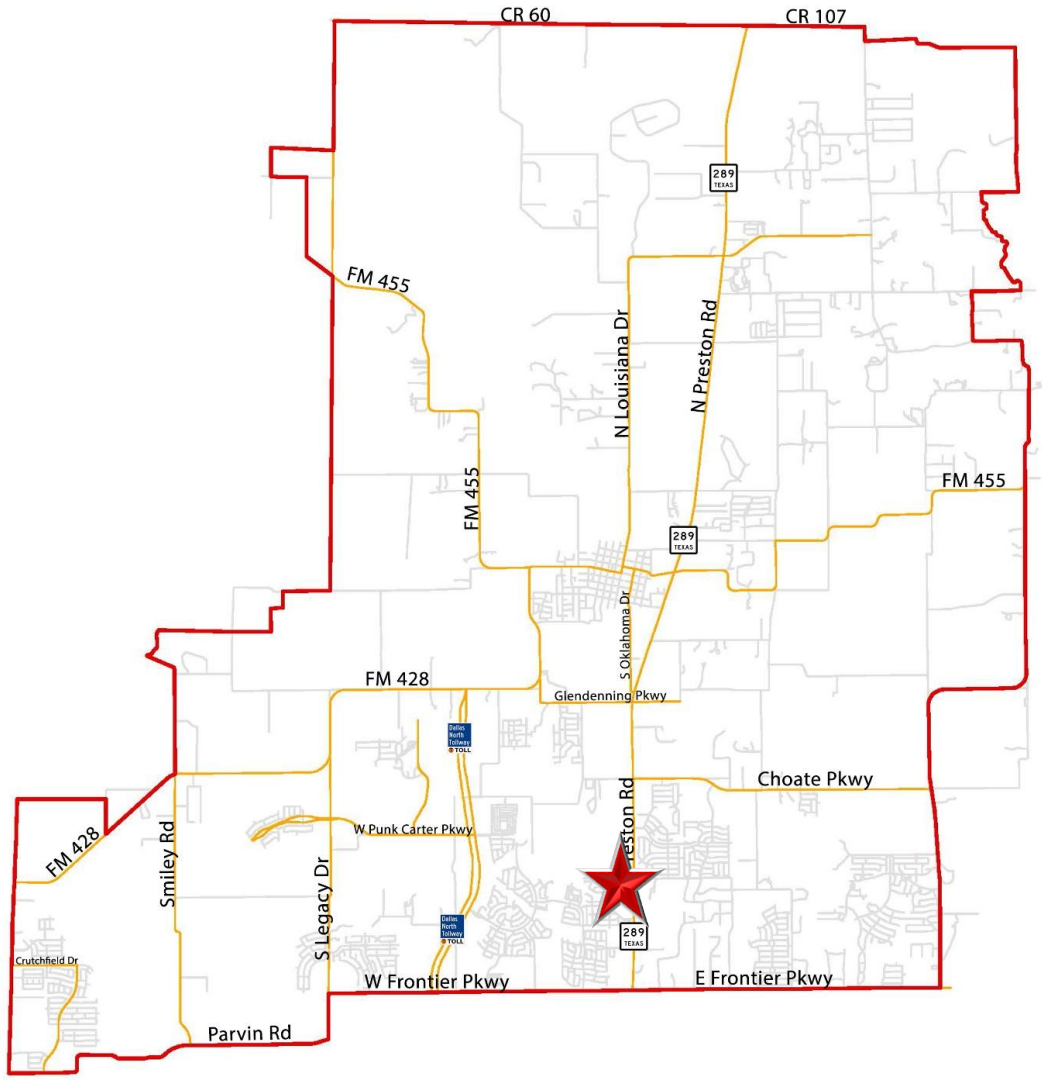
Title Data, Inc. UA TDI63051 CO 2018000314180.008

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/14/2018 03:23:01 PM
$58.00 CJAMAL
20180314000314180





LOCATION MAP



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
Date: September 9, 2025

Agenda Item:
Consider and act to approve a work authorization for design services from Kimley-Horn for the Tudor Place widening at the intersection of FM 1385 in an amount not to exceed $78,000.00. (Glasgow)

Background Information:
TxDOT is scheduling the installation of a traffic signal at the intersection of FM 1385 and Tudor Place. The TxDOT design plans are 100% complete, and construction is anticipated to start in approximately 1 to 1.5 years. The current Tudor Place pavement section accommodates only one lane for right, left, and through movements. Due to the right and left turn volumes on westbound Tudor Place, pavement widening will be necessary to provide two lanes in order to reduce congestion and improve traffic operations.

The proposed task order includes the design of the Tudor Place widening at FM 1385 to accommodate two 11-ft lanes (an additional 5 ft of pavement width) at the westbound approach of the FM 1385 intersection, extending approximately 350 linear feet. The design will include roadway improvements, signing, pavement markings and streetlight relocation.

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

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

Supporting Documents:
1. Staff Presentation
2. Location Map

3. Work Authorization

Financial Consideration:
Funding is available through the 2024 General Bond. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends authorizing the work authorization for design services as presented.

TUDOR PLACE WIDENING AT FM 1385 INTERSECTION DESIGN

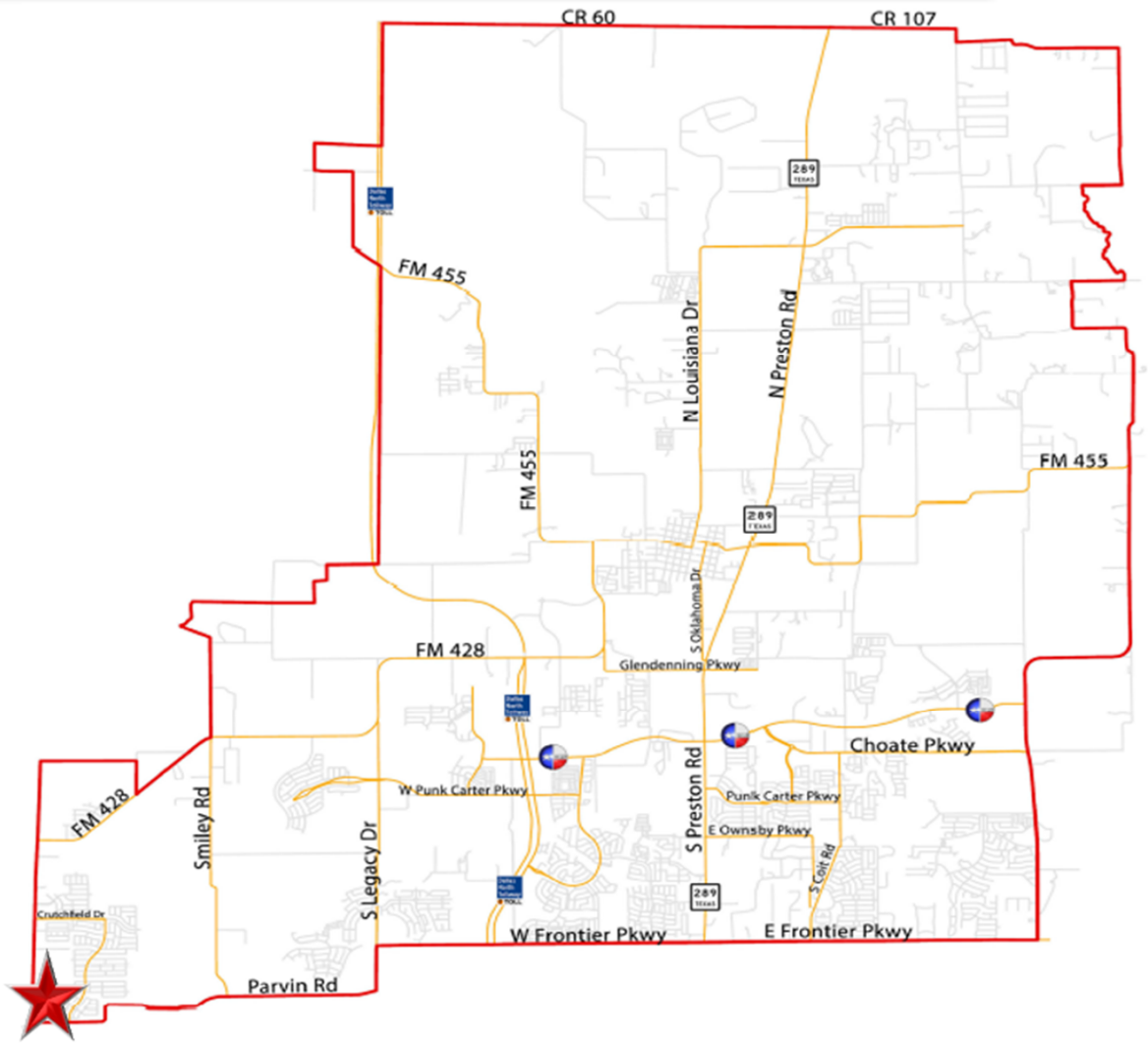


September 9, 2025

Andy Glasgow, PE, PMP,CFM, ENV SP
Director of Engineering

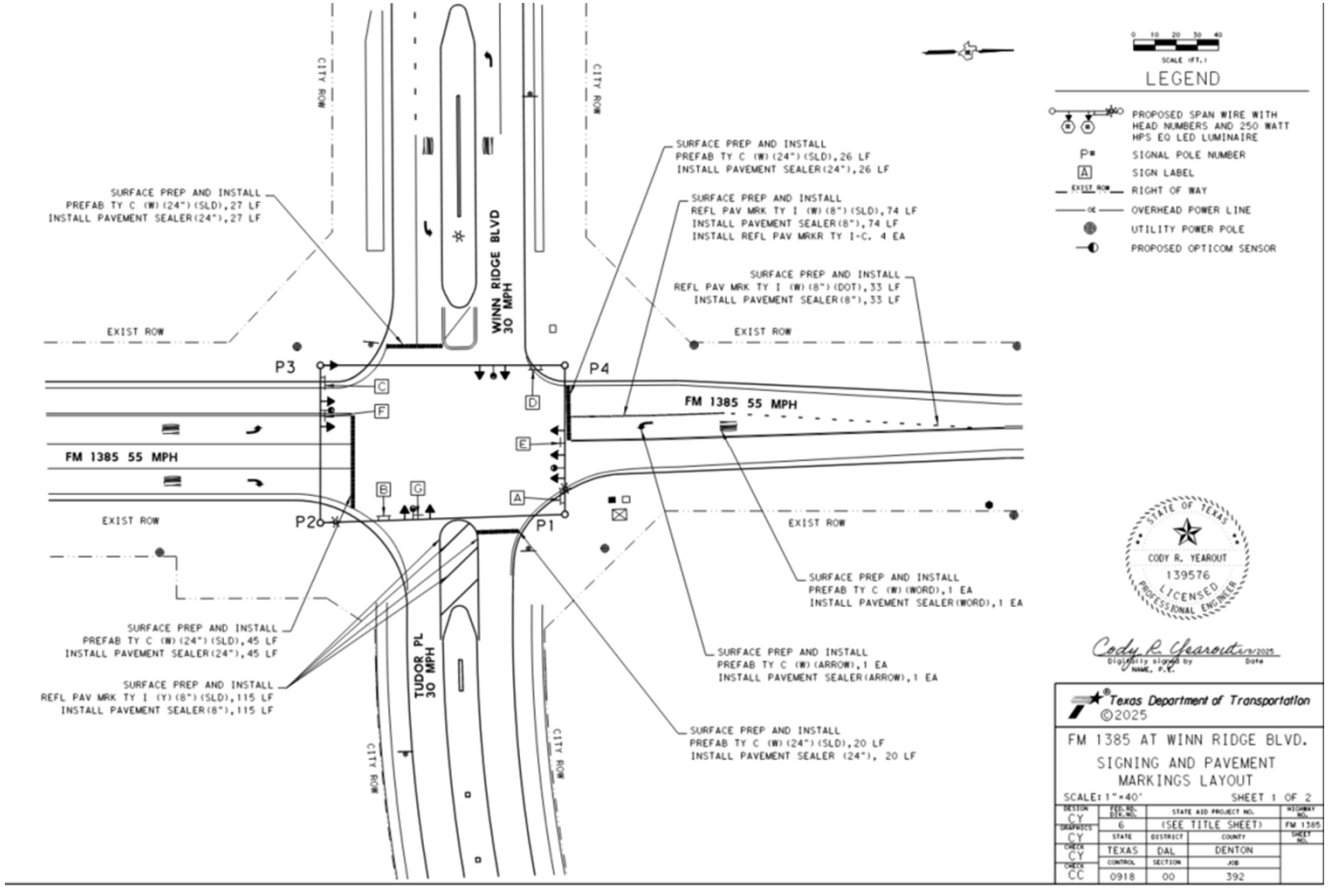
LOCATION MAP

- Intersection of FM 1385 and Tudor Pl



BACKGROUND

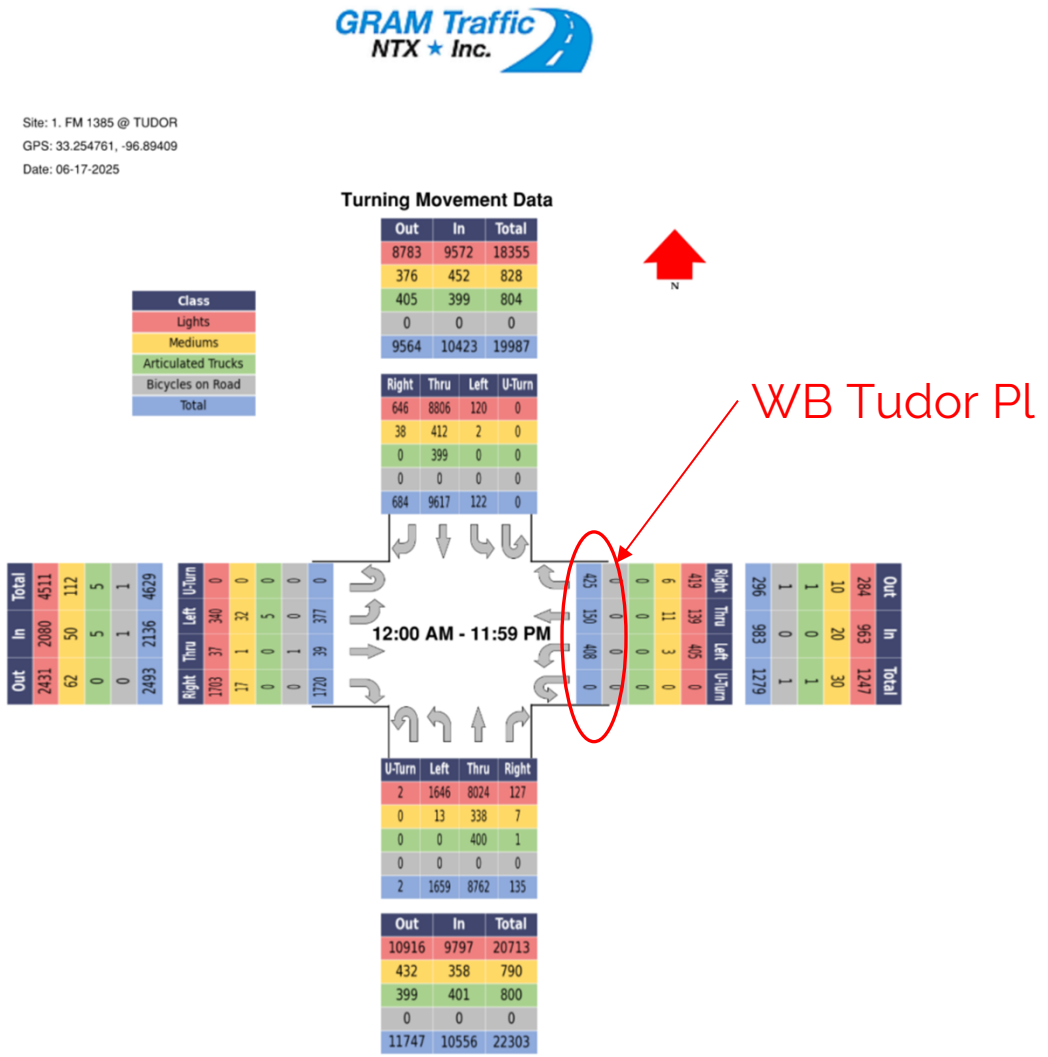
- TxDOT has plans to install a traffic signal at the intersection of FM 1385 and Tudor Pl.
- The TxDOT design plans are 100% complete, and construction is anticipated to start in approximately 1–1.5 years.



BACKGROUND (CONT.)

- The current Tudor Pl pavement section accommodates only one lane for right, left, and through movements.

- Due to the right and left turn volumes on westbound Tudor Pl, pavement widening will be necessary to provide two lanes in order to reduce congestion and improve traffic operations.



FACTS

- The City maintains an executed Master Agreement for Professional Services with Kimley-Horn for roadway infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Proposed design fee is $78,000.

- Design schedule to complete by May 2026.

QUESTIONS?


CELINA
TEXAS
EST. 1876
Life Connected.

LOCATION MAP

- Intersection of FM 1385 and Tudor Pl

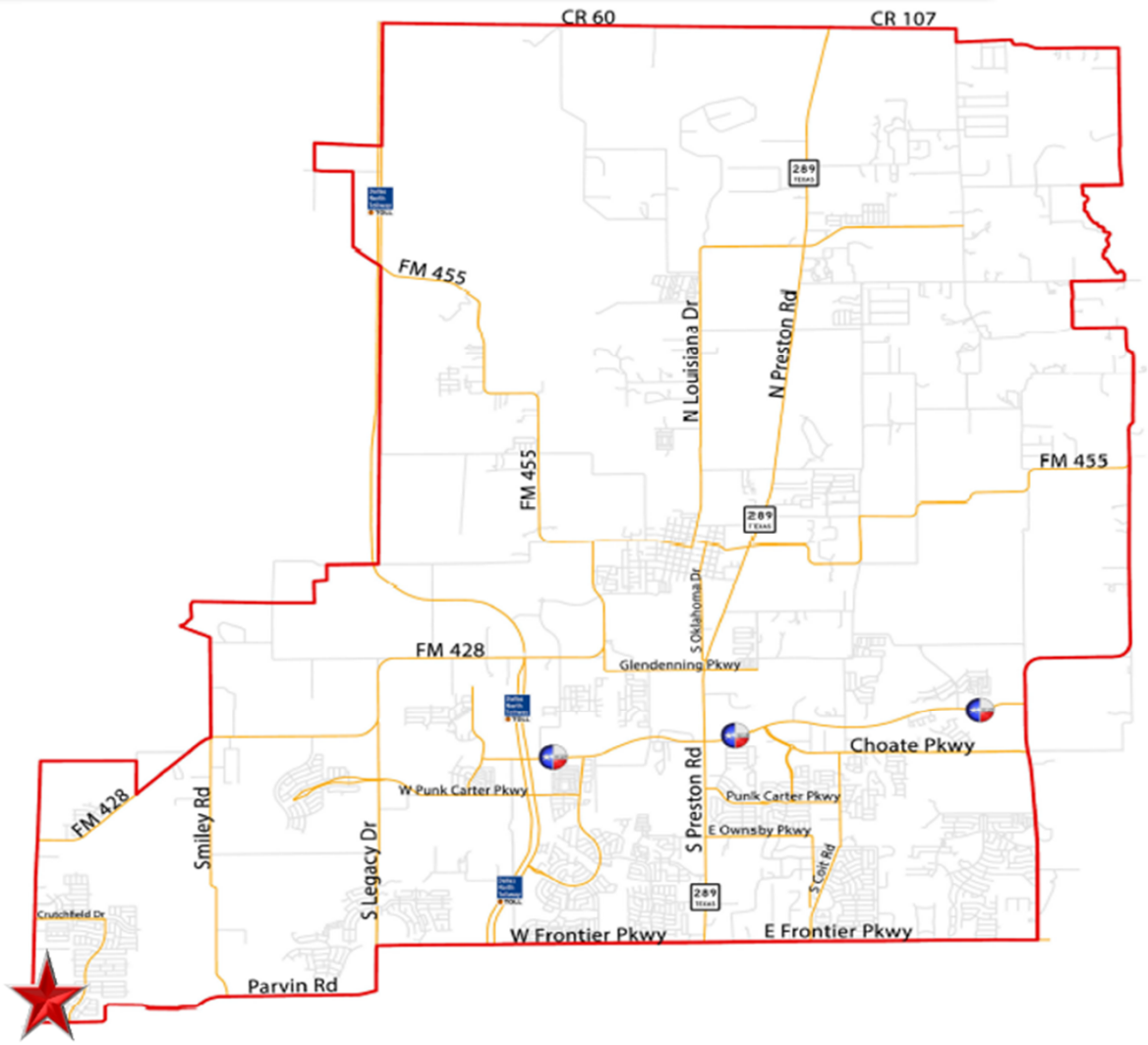


EXHIBIT B - WORK AUTHORIZATION

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

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

Project Name:	Tudor Place Widening		
Engineer Project #		**Work Authorization Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	R116
Engineer Representative		**Owner Representative:**	Linda Majeed

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Louis Nathan Ante (Aug 27, 2025 10:49:35 CDT)
Signature	Signature
	Louis Nathan Ante
Printed Name & Title	Printed Name & Title
	Aug 27, 2025
Date	Date

EXHIBIT "A"
SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

This Project includes pavement widening of Tudor Place to accommodate two 11ft lane (additional 5ft of pavement width) at the westbound approach of the FM 1385 intersection for approximately 350 linear feet. The design of these improvements will include roadway, signing, pavement markings, street lighting relocation, traffic control narrative, and erosion control.

In addition to design services, the Project includes survey, bid phase services, construction phase services, and the preparation of record documents.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

a. Data Collection and Property Research
   i. Gather existing right-of-way, easement, plat, and property information along project area described above. Undocumented easements may not be identified. Title research may be performed as an *Additional Service* only upon written City authorization.
   ii. City to provide record drawing information for City infrastructure and development record plans within project limits.
   iii. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
   iv. Arrange and make provisions for access to perform the services specified within this scope.
b. Right of Entry – Prior to initiating field surveying operations on private property, the Consultant shall assist the City in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The Consultant shall provide the City with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the Consultant to set iron pins and control monuments for future right-of-way and/or easements to be acquired by the City if necessary, at a later date.
c. Perform Topographic Survey, locating surface features including trees greater than 6-inches in diameter and existing building fronts and thresholds as applicable along alignment.
   i. Survey width shall be along project limits to acquire data to complete the following area, 60-feet wide, to include existing median on the south and sidewalk to the north, at 50-foot intervals.
   ii. Survey shall also include northeast corner of the FM 1385 intersection to include curb return and nearest existing thru lane.
   iii. Perform field survey ground control.
   iv. Interpret surface geophysics and mark indications of utilities with paint or pin flags on ground surface for subsequent depiction on deliverable utility map.
   v. Survey existing utility designating marks and above ground utility appurtenances according to the project control and record data for subsequent depiction on plan deliverables.
d. Review topographic survey, available records from the City, TxDOT, and information gathered from the franchise utilities.
e. Compile above information into a base file to be used for design.
f. Base file will be in AutoCAD Civil 3D.

g. Provide base files to other consultants, engineers, and contractors who may be performing work for the City or adjacent to the Project, only upon City request.

B. Preliminary Design (30%)

a. Project Management and Administration.
   i. Develop project production plan and schedule.
   ii. Prepare for and attend meeting (1).
   iii. Project site visit (1).
   iv. Data Collection.
   v. Coordination with City.
   vi. Coordination with subconsultants.
   vii. Coordination with consultants and engineers adjacent to the proposed project.
   viii. Prepare meeting agendas, summaries, and progress reports.
   ix. Project correspondence and invoicing.
   x. Quality control and internal plan reviews.

b. Conceptual Design
   i. Establish roadway centerline.
   ii. Establish typical section (1) to accommodate two lanes along the westbound approach of Tudor Place.
   iii. Establish curb lines and configure lane transitions and connection to FM 1385 intersection.
   iv. Establish elevations of the roadway per existing pavement grades and point elevations. No profile is anticipated for this project.

c. Drainage Design
   i. Compile and review hydrological and hydraulic data per record drawings. No drainage improvements are anticipated with this project. The design of any drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.

d. Utilities
   i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.

e. Compile and prepare opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.

f. Prepare one (1) Preliminary exhibit of the proposed. Exhibit to include:
   i. Typical section showing lane widths, number of lanes to be built with this Project.
   ii. Control data.
   iii. Existing right-of-way, easements, and property boundaries.
   iv. Existing topography.
   v. Existing pavement.
   vi. Existing trees line within limits of improvements.
   vii. Existing storm drain/culvert locations.
   viii. Existing water line locations.
   ix. Existing sanitary sewer line locations.
   x. Existing franchise utility locations (relying upon information provided by franchise utilities).
   xi. Proposed roadway centerline alignment and horizontal curve data.
   xii. Proposed face of curb.
   xiii. Proposed pavement markings.
   xiv. Proposed limits of construction/embankment.
   xv. Existing and proposed ground profiles and vertical alignment (top of curb)

g. Preliminary design submittal (30%) to include:
   i. Preliminary design Plan Exhibit
   ii. Preliminary opinion of probable construction cost.

C. Final Design (90%, 100%)

a. Project Management and Administration.
   i. Prepare for and attend meeting (1).
   ii. Coordination with City.
   iii. Coordination with subconsultants.
   iv. Coordination with consultants and engineers adjacent to the proposed project.
   v. Prepare meeting agendas, summaries, and progress reports.
   vi. Project correspondence and invoicing.
   vii. Quality control and internal plan reviews.

b. General Plans
   i. Prepare general plans sheets necessary including cover, general notes, sheet index, control sheet, project layout, removal sheets, and applicable City and TxDOT standard details.

c. Roadway Plan and Typical Sections.
   i. Includes design of horizontal alignment and typical sections.
   ii. Identify significant design constraints.
   iii. Establish roadway curb lines and establish proposed lane widths.
   iv. Prepare preliminary plan and profile designs on 22”x34” sheets at 1”=20’ horizontal.
   v. Update existing and proposed ground surfaces and cross-sections to evaluate earthwork quantities and identify potential conflicts.
   vi. Prepare cross-section plan sheets at 1”=20’ horizontal and 1”=10’ vertical scales. Cross-sections will be provided in the bid documents.
   vii. Prepare roadway details to clarify intent of design.
   viii. Compile applicable City standard details. Modify standard details as needed.

d. Drainage
   i. No drainage improvements are included. It is anticipated that existing drainage infrastructure is designed to accommodate proposed improvements.

e. Utilities
   i. No water or wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.

f. Traffic
   i. Prepare pavement marking and signing layouts on 22”x34” sheets at 1”=20’.
   ii. Develop construction sequence narrative considering travel lanes and construction area for each phase of construction. Traffic control and detour plans to be prepared by the Contractor.
   iii. Prepare details to clarify intent of design.
   iv. Compile applicable TxDOT and City standard details.

g. Illumination
   i. No illumination improvements are included. Relocation of existing pole and foundation, etc. will be specified in the plans.
   ii. Compile applicable TxDOT and City standard details.

h. Erosion Control.
   i. Prepare erosion control plan sheets at 1”=40’ scale (22”x34”).
   ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
   iii. Compile applicable TxDOT standards.

i. Consultant to provide the following to assist with bid phase.
   i. Pay item listing and supporting specifications
   ii. Quantities
   iii. Procore cost code listing

j. Finalize quantity summaries (pay item listings) and update the overall opinion of probable construction cost.
k. Final Design (90%) submittal:
    i. Incorporate the Preliminary Design (30%) design review comments.
    ii. Incorporate adjacent development improvement updates.
    iii. Submittal shall include the following:
        a. 90% Design Plans (11"x17") (Half Size).
        b. 90% pay item listing.
        c. 90% opinion of probable construction cost.
l. Final Design (100%) submittal:
    i. Incorporate the Preliminary Design (90%) design review comments.
    ii. Incorporate adjacent development improvement updates.
    iii. It is anticipated the following sheets will be included in the construction plans:
        a. Cover Sheet
        b. Sheet Index
        c. General Notes
        d. Project Control and Typical Sections
        e. Removal Plan
        f. Paving Plan
        g. Pavement Marking and Signing Plan (Included on paving plan)
        h. Traffic Control Narrative and Plan
        i. Erosion Control Plan
        j. Cross Sections
        k. Standard City and TxDOT Details (where applicable)
    iv. Submittal shall include the following:
        a. Final Design Plans (11"x17") (Half Size).
        b. TxDOT driveway permit set for improvements (paving, traffic control, etc.). City to submit to TxDOT.
        c. Final pay item listing.
        d. Final opinion of probable construction cost.

III. TASK SUMMARY, SPECIAL SERVICES

A. Bid Phase Services

The budgeted fee for this Task is based upon approximately 40 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. Bid Documents submittal to include:
    i. Prepare plan set for electronic bidding (.pdf) and submit to City.
    ii. Furnishing hardcopies of review documents and/or bid documents will be considered as Additional Services.
b. Prepare for and attend a pre-bid meeting with prospective bidders, if needed.
c. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
d. Prepare a letter addressing the award of the construction contract.
e. Provide a schedule of submittals (shop drawings, etc.) required of the contractor.
f. Conformed Document submittal:
    i. Update the Bid Documents (plans) to incorporate bid addenda items
    ii. Print half size sets (11"x17") plans for issuance at the Pre-Construction Conference.
    iii. Package and submit CAD base files upon request.

B. Construction Phase Services

The Scope of Services listed below may or may not be performed as part of our construction phase services. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Site Visits upon request.
b. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
c. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
d. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
e. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
f. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

C. Record Documents

a. Consultant shall prepare construction Record Documents based on the information received from Contractor in accordance with the Agreement.
b. The budgeted fee for this Task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

a. Construction Staking.
b. Environmental Services beyond those identified in the Scope of Services.
c. Title Research.
d. Design of drainage improvements.
e. Design of water and/or wastewater improvements.
f. Design of traffic signal improvements.
g. Traffic Simulations and/or Traffic Studies.
h. Geotechnical investigation.
i. Franchise Utility Design.
j. Structural design (bridges, specialized drainage structures, etc.).
k. Traffic Control Plan Design.

l. Public involvement/meetings.
m. Right-of-Way or Easements Conveyance Documents.
n. Subsurface utility engineering (SUE)
o. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
p. Structural design of non-standard retaining walls.

- End of Scope of Services -

EXHIBIT "B"
COMPENSATION

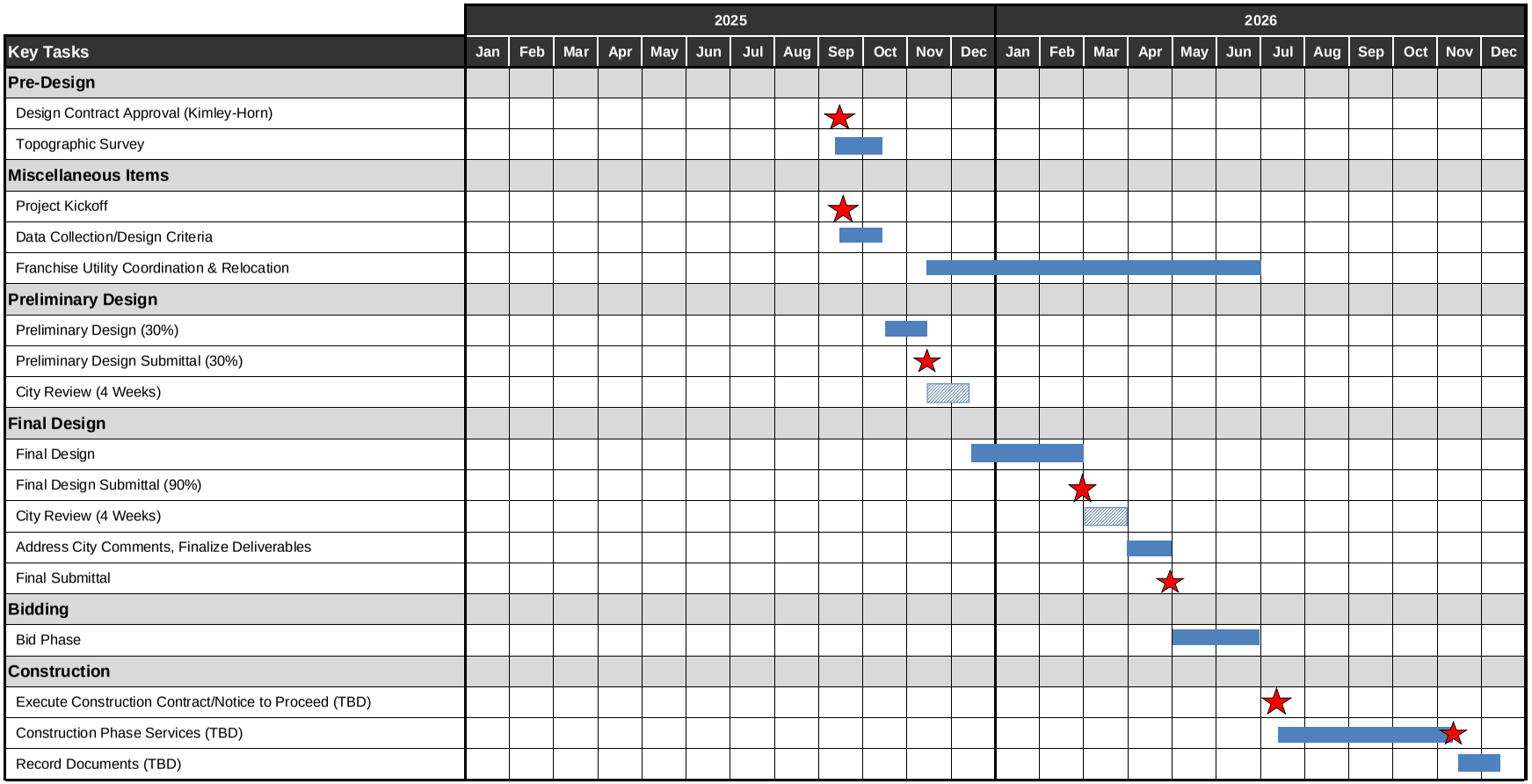
I.	Basic Services (Lump Sum)		
	A.	Survey	$10,000
	B.	Preliminary Design (30%)	$14,500
	C.	Final Design (90%, 100%)	$29,500
	Basic Services Total (Lump Sum)		**$54,000**
II.	Special Services (Cost Plus Not to Exceed)		
	A.	Bid Phase Services	$12,000
	B.	Construction Phase Services	$6,000
	C.	Record Documents	$6,000
	Special Services Total (Cost Plus, Not to Exceed)		**$24,000**
	Project Budget, Grand Total (Not to Exceed)		**$78,000**

TUDOR PLACE WIDENING INTERSECTION

Draft Schedule (July 24, 2025)

Life Connected.

EXHIBIT "C"
TIME / SCHDEULE



Key Milestones/Submittals

EXHIBIT "D"
DELIVERABLES

See **EXHIBIT "A"**.

Signature:

Email: rquigley@celina-tx.gov

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Dawn Berry, Purchasing Director, Kimberly Brawner, Assistant City Manager, Andrew Figueroa, Director of Public Works
Date:	September 9, 2025

Agenda Item:
Consider and act to approve a work authorization amendment for design services from TRC Engineers, Inc. for the Glendenning Railroad Crossing Improvements in an amount of $13,930.00 for a total amount not to exceed $58,710.00. (Glasgow)

Background Information:
The City approved a work authorization for the design of improvements to Glendenning Parkway at the railroad crossing in May 2023. Due to the existing condition of the asphalt road, Public Works has requested to add additional scope for asphalt repairs.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Work Authorization

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

Staff Recommendation:
Staff recommends authorizing the work authorization amendment for design services as presented.

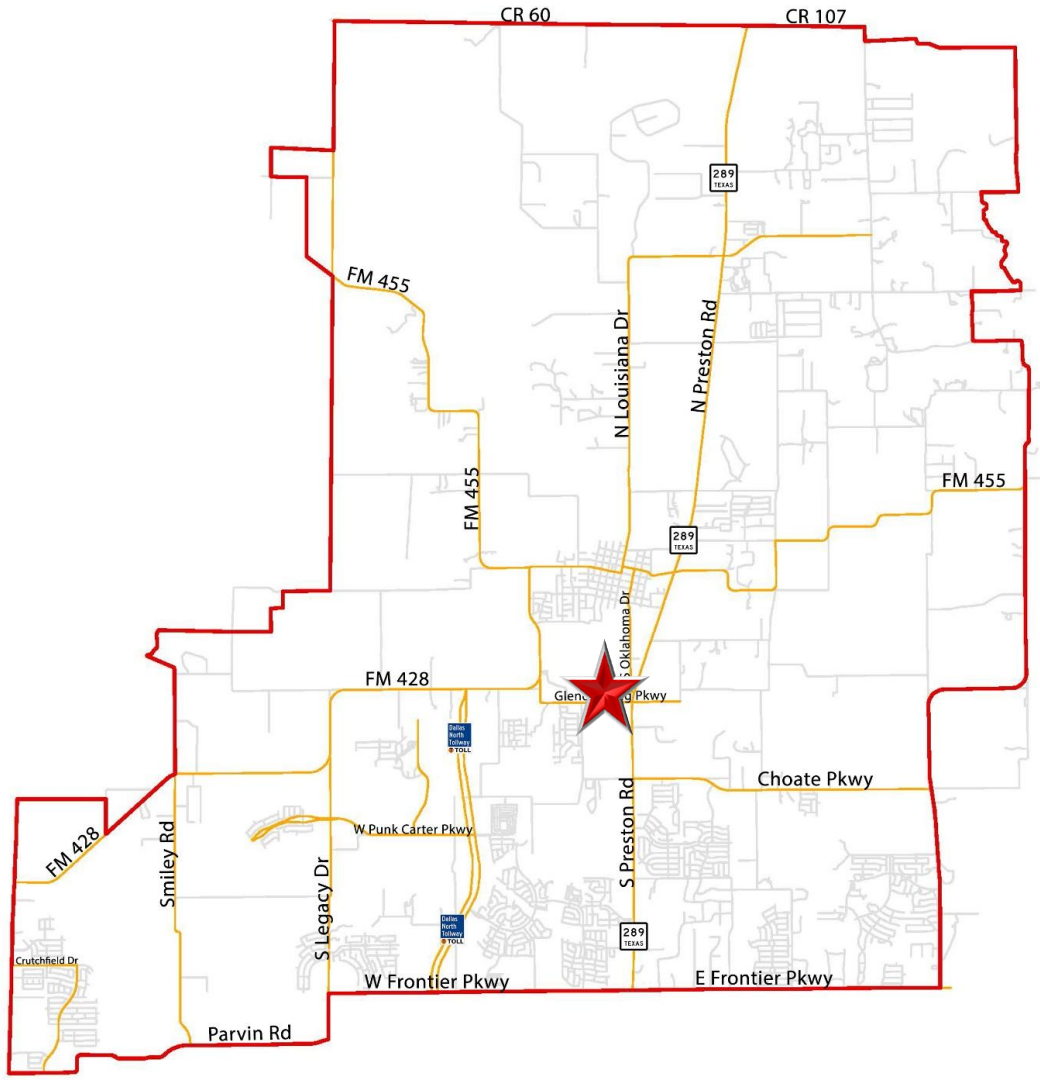
WORK AUTHORIZATION AMENDMENT 01 FOR R71 GLENDENNING RAILROAD CROSSING

City Council
September 09, 2025

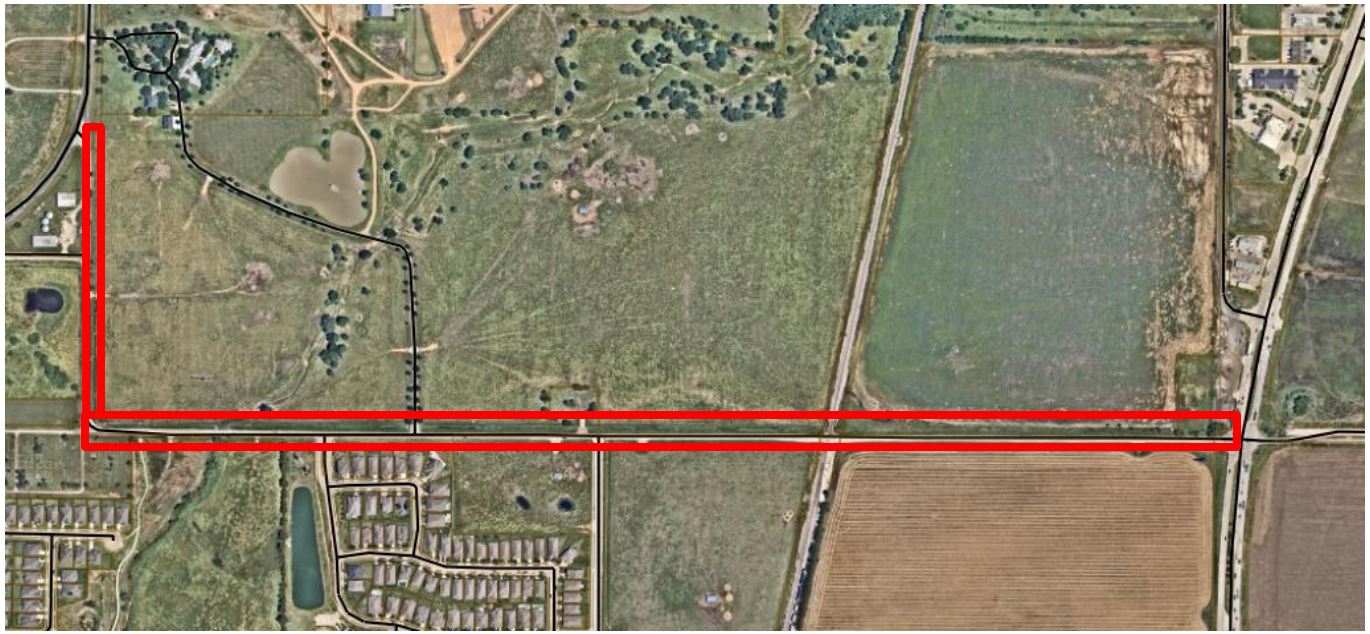
Andy Glasgow, P.E., PMP, CFM, ENV SP
Director of Engineering



LOCATION MAP



LOCATION MAP



BACKGROUND

- The City approved a work authorization for the design of improvements to Glendenning Parkway at the railroad crossing in May 2023 and due to the existing condition of the asphalt road Public Works has requested to add additional scope for asphalt repairs.

NEXT STEPS

- Adjust the Purchase Order to include the authorized additional funds
- Complete design and bid the project

QUESTIONS?

LOCATION MAP

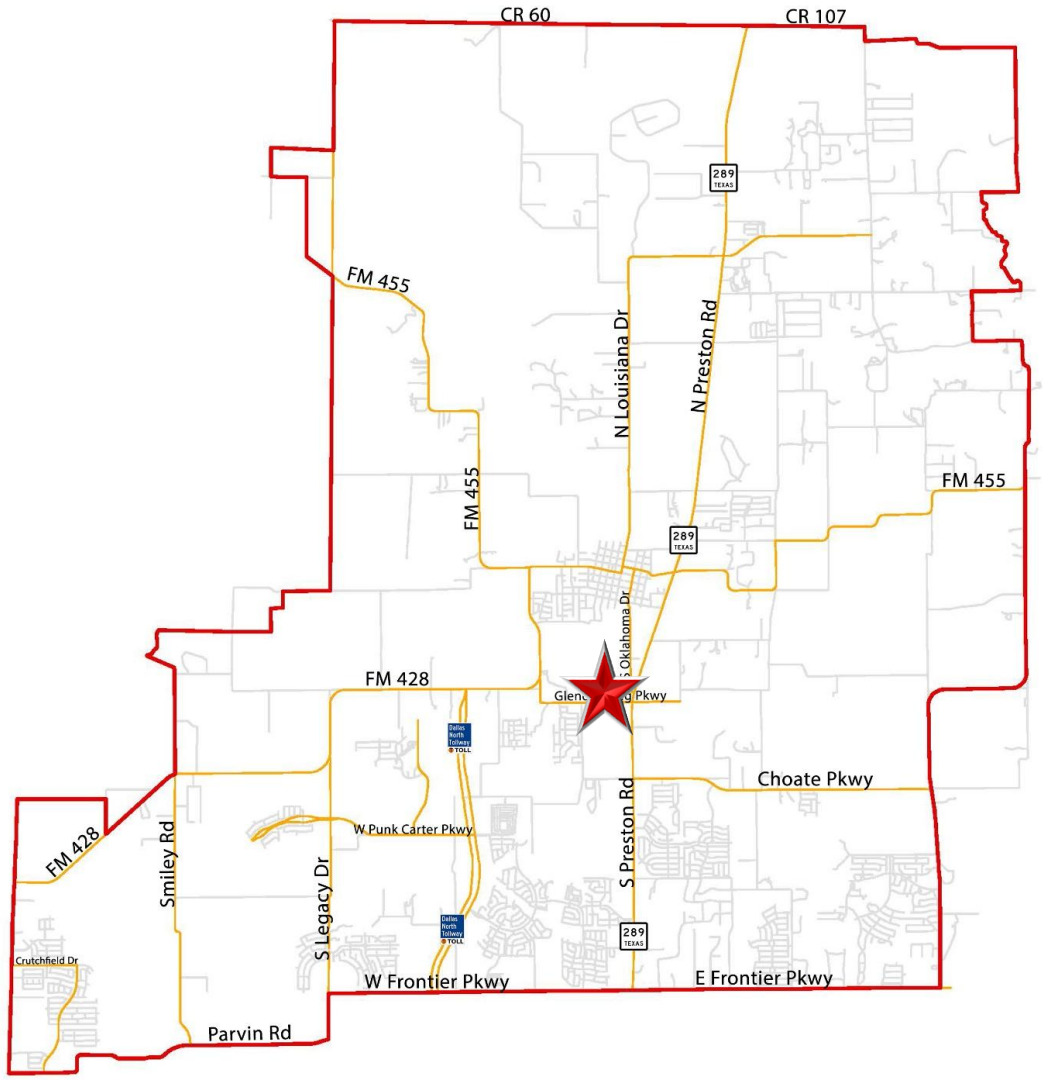


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 TRC	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 **TRC Engineers, 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:	Glendenning Pkwy Railroad Crossing Improvements - Contract Amendment #1		
Engineer Project #	547867	**Work Authorization Date:**	
Engineer:	TRC Engineers, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative	Justin Thomas	**Owner Representative:**	Scott Harper

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Justin Thomas Digitally signed by Justin Thomas DN: C=US, E=jthomas@trccompanies.com, O=TRC, OU=TRC, CN=Justin Thomas Date: 2025.03.20 13:27:10-05'00'
Signature	Signature
	Justin Thomas, PE, Area Director - Infrastructure
Printed Name & Title	Printed Name & Title
	3/20/2025
Date	Date

700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

March 11, 2025

Scott Harper, PE
Civil Engineer
City of Celina
142 N. Ohio Street
Celina, TX 75009

Re: Glendenning Parkway Railroad Crossing Improvements
Contract Amendment No. 1 – Additional Roadway Improvements
Engineering Services Proposal

Dear Scott:

TRC is requesting this contract amendment due to the scope increase at the request of the City to include additional roadway improvements to the project, resulting in additional civil engineering services. A detailed scope of work is attached.

The cost to provide the additional services is as follows:

Original Contract:	$	44,780
Amendment No. 1:	$	13,930
Total Contract Amount:	$	58,710

The services will be provided under the terms and conditions as stated within Work Order Glendenning Parkway Railroad Crossing Improvements executed by the City and TRC on May 28, 2023. If this is acceptable, please execute on the line provided below and return to TRC. The opportunity to provide this proposal is greatly appreciated.

Sincerely,

Justin Thomas

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

ATTACHMENT A
TRC SCOPE OF WORK

CITY OF CELINA, TEXAS
GLENDENNING PARKWAY RAILROAD CROSSING IMPROVEMENTS

CONTRACT AMENDMENT NO. 1

TASK 1 – Additional Roadway Improvements
The original design contract was limited to approximately 495 LF of roadway improvements at the BNSF railroad crossing. The City has requested TRC to include spot repairs and surface treatment for the remainder of Glendenning Parkway (approximately 6,300 LF) with this project. The additional tasks TRC will provide with this Contract Amendment are as follows:

1. Spot repair plan sheet showing locations of pavement areas that will need to be removed and replaced.
2. Surface treatment plan sheet showing the extents of treating the roadway.
3. Striping plan sheet.
4. Standard details and general notes for asphalt spot repairs and surface treatment.

Based on the above design revisions, TRC will update the plans for the new additional roadway improvements and resubmit 90% and 100% plans to the City, including updated construction cost estimates and bidding documents.

ASSUMPTIONS:
The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- TRC will attend one (1) site visit to determine locations of spot repairs needed.
- TRC will attend one (1) project review meeting with the City.
- Plan sheets for spot repairs will show the horizontal locations of the limits only and based on aerial or City GIS imagery, no vertical profiles or elevations will be included. Topographic survey will not be provided.

EXCLUSIONS
The following items are excluded from the Scope of Work:

- Survey, ROW or Easement Documents.
- Landowner contact or easement negotiations.
- Attendance at or preparation for condemnation hearings.
- Environmental or permitting services.
- Fees required by any regulatory agencies such as TxDOT, USACE, Collin County, etc.
- Public outreach meetings.



N

0 400 800

SCALE : 1" = 800'

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

GLENDENNING PARKWAY PROJECT LIMIT EXHIBIT CELINA, TX 3/20/2025

CELINA TEXAS EST. 1876
Life Connected.

H:\DATA\INFRASTRUCTURE\WORK IN PROGRESS\CELINA\547867 GLENDENNING RAILROAD CROSSING IMPROVEMENTS\DRAWINGS\EXHIBITS\GLENDENNING PARKWAY PROJECT LIMIT EXHIBIT.DWG

ATTACHMENT B

COMPENSATION FOR SERVICES

The cost to provide the design engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below.

Tasks:

1.	Additional Roadway Improvements	$ 13,930
	TOTAL AMOUNT:	**$ 13,930**

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

ATTACHMENT C

TIMELINE/SCHEDULE

Assuming the Notice to Proceed from the City is provided to TRC in March 2025, we estimate the milestone timeline as follows:

1. Engineering Design – April 2025
2. Bidding – June 2025
3. Construction Completion – December 2025
4. Record Drawings – January 2026

This estimated timeline assumes there are no significant delays by others outside of TRC's control.

ATTACHMENT D

DELIVERABLES

It is anticipated that TRC will submit a 90% and 100% set of construction plans for the City to review. TRC will provide each submittal in pdf format, along with updated Opinion of Construction Costs (OPCC) with each submittal. If the City requests hard copies, TRC will provide up to five (5) paper hard copies of each submittal.

Upon completion of construction, TRC will provide the necessary City of Celina Certificate of Completion forms in pdf and Record Drawings in pdf and AutoCAD (dwg) formats. If the City requests hard copies, TRC will provide up to two (2) paper hard copies of the Record Drawings.

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
Date: September 9, 2025

Agenda Item:
Consider and act on the purchase and installation of a prefabricated restroom and concessions building for Wilson Creek Park Phase 1 from the Public Restroom Company through a cooperative contract for an amount not to exceed $699,784.00. (Glasgow)

Background Information:
On September 9th, 2023, City Council approved a contract with Dunaway to design Wilson Creek Park including necessary amenities.

Based on discussions between the design team and City staff, it was determined that a prefabricated restroom from a reputable manufacturer would offer the most effective solution for City selection. Previously, on the Old Celina Park project, various prefabricated restroom manufacturers were considered for their quality, design flexibility, and ease of installation. Public Restroom Company (PRC) was selected due to their proven track record of delivering high-quality restroom facilities tailored to specific community needs. On December 10th, 2024, City Council approved purchasing a restroom facility from PRC to be installed at Old Celina Park. PRC delivered the purchased restroom facility with the quality expected by the City.

Dunaway and the City have been working closely with PRC for the past 18 months on the layout, configuration, and aesthetics of the restroom, which will be located in the Southwest area of Wilson Creek Park - Phase 1. The purchase of the restroom will be made through a cooperative contract with BuyBoard Contract #679-22, in the amount of $656,401.00 for the building and $43,383.00 for turnkey installation, for a total compensation of $699,784.00.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation
2. Location Map
3. 4.14.25 Proposal_Wilson Creek Park

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

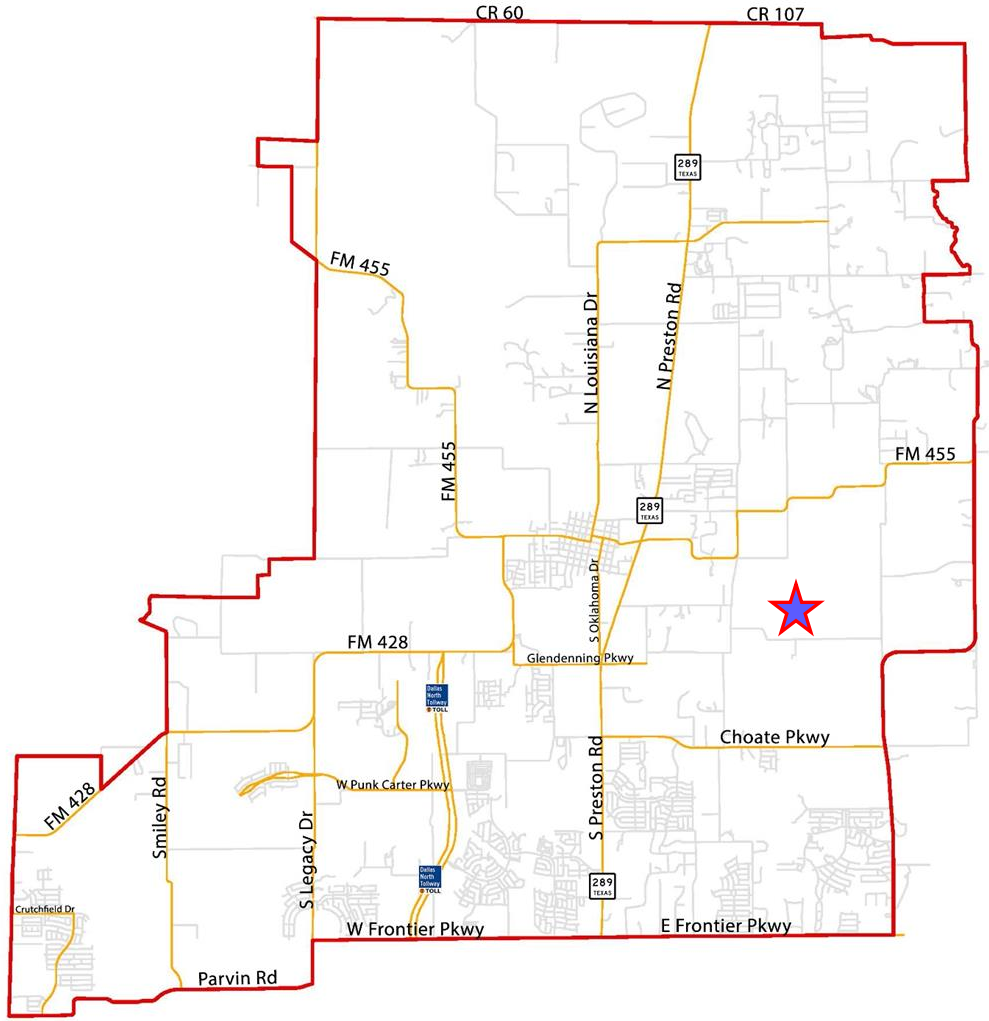
Staff Recommendation:
Staff recommends approving the purchase as presented.

PURCHASE AND INSTALLATION OF A PREFABRICATED RESTROOM & CONCESSIONS FOR WILSON CREEK PARK PHASE 1

September 9th, 2025



LOCATION MAP



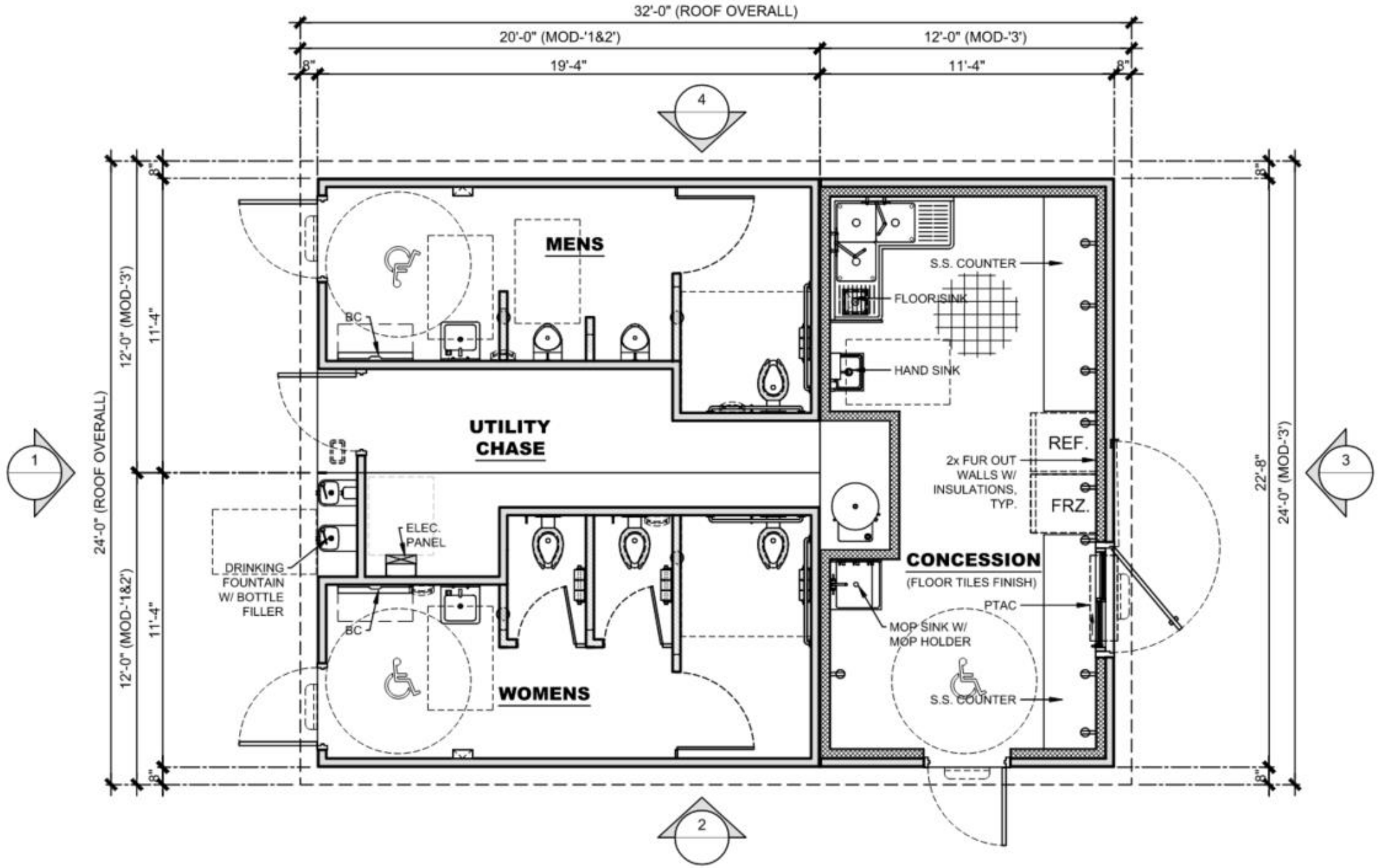


FACTS

A. Project Description: Purchase and installation of a prefabricated restroom and Concessions from Public Restroom Company for Wilson Creek Park Phase 1 through the BuyBoard purchase Cooperation.

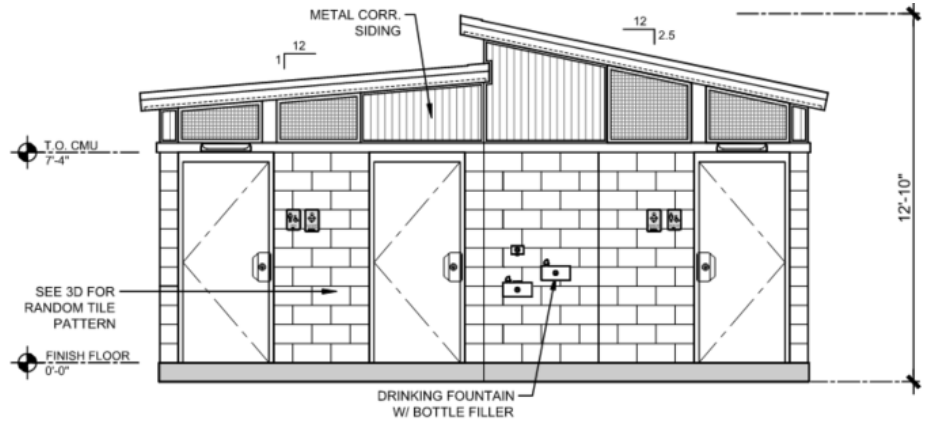
B. Action requested: Approval of purchase and installation.

C. Total cost: **$699,784**
   - Building cost-$656,401
   - Installation-$43,383

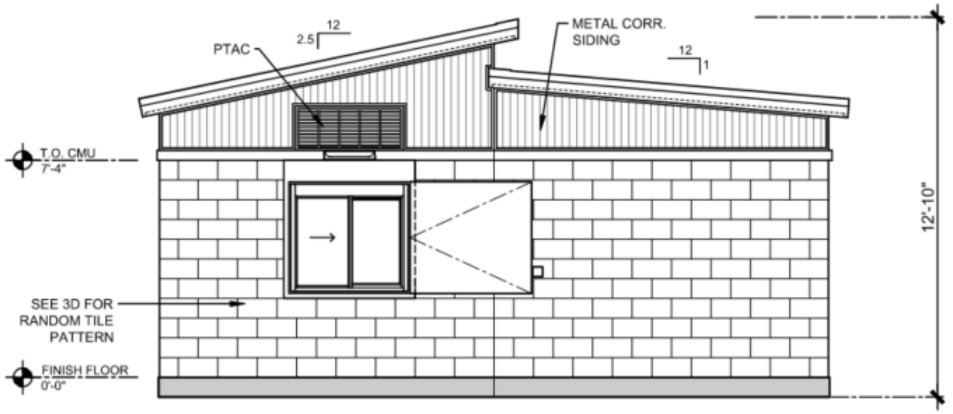


FLOOR PLAN

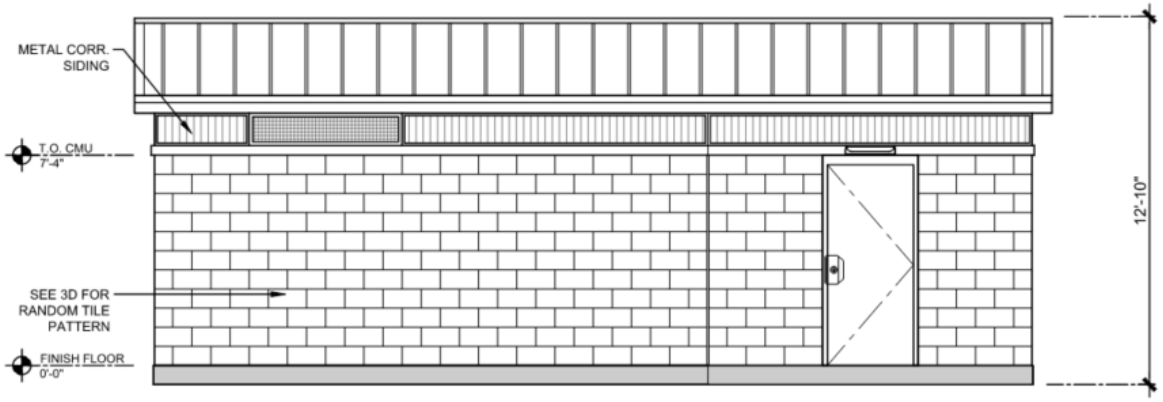
SCALE:3/16"=1'-0"



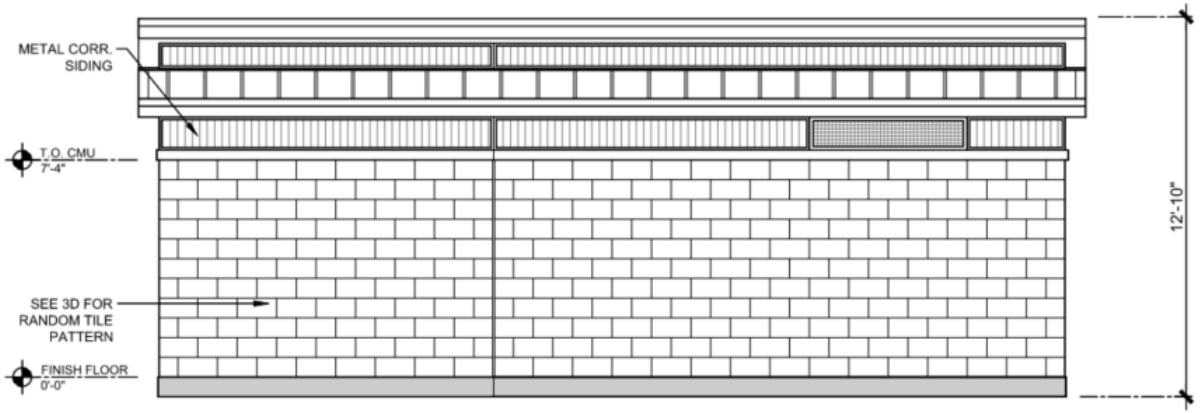
ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 3
SCALE: 3/16"=1'-0"

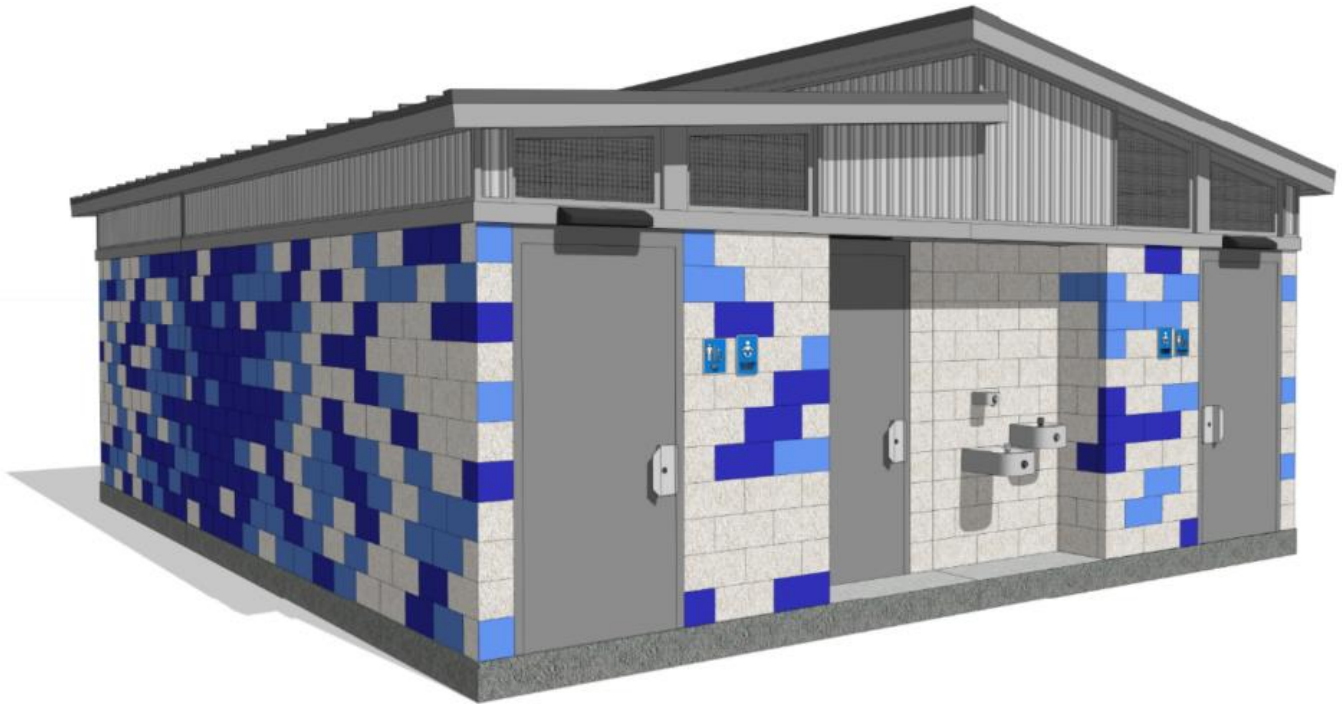


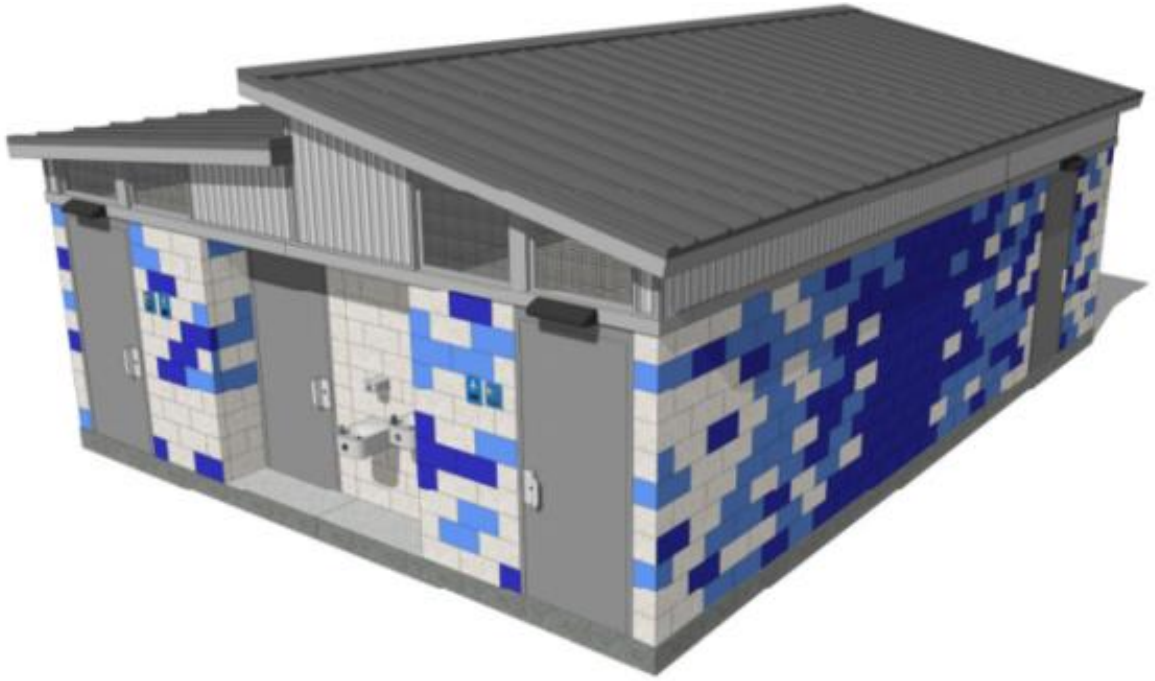
ELEVATION 2
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

EXTERIOR

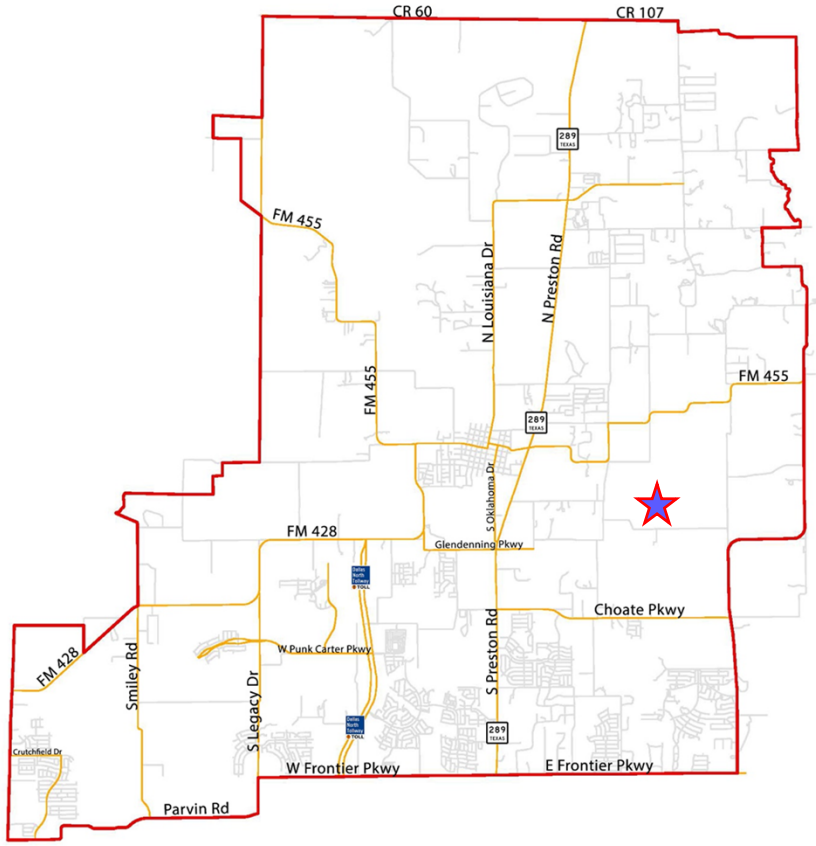




FAÇADE


CELINA
TEXAS
EST. 1876
Life Connected.

LOCATION MAP





Price Proposal: **Wilson Creek Park - Celina, TX**
Date: **April 14, 2025**
Reference: **11972-1/17/2025-0**
Sourcewell: **Contract # 081721-PRM**
BuyBoard: **Contract # 679-22**

Our Offer to Sell:

1. **Prefabricated Restroom Building delivered to site @ $ 656,401**
   Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Installation: Turnkey Installation of the Building above @ $ 43,383 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
   b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
   c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. **Total Cost of building and installation @ $ 699,784**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:
PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:
We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. **The building's proposal does not include any concession cooking equipment, refrigeration, or shelving. If any of these accessories are needed, the building will be subject to redesign and repricing.**
2. **Building designed for seasonal use only. The building does not include provisions for freeze protection.**
3. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks,**

all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.

4. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
5. **Sidewalks outside the building footprint.**
6. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**
7. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
8. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
9. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
10. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
11. **Our bid included crane costs are based on a maximum 35’ radius from the center pin of the crane (10’ back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
12. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
13. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
14. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
15. **Backflow certification if applicable by Owner/ General Contractor.**

16. **Any Fire Suppression Systems by others, not by PRC.**
17. **Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.**
18. **If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance

warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.
The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

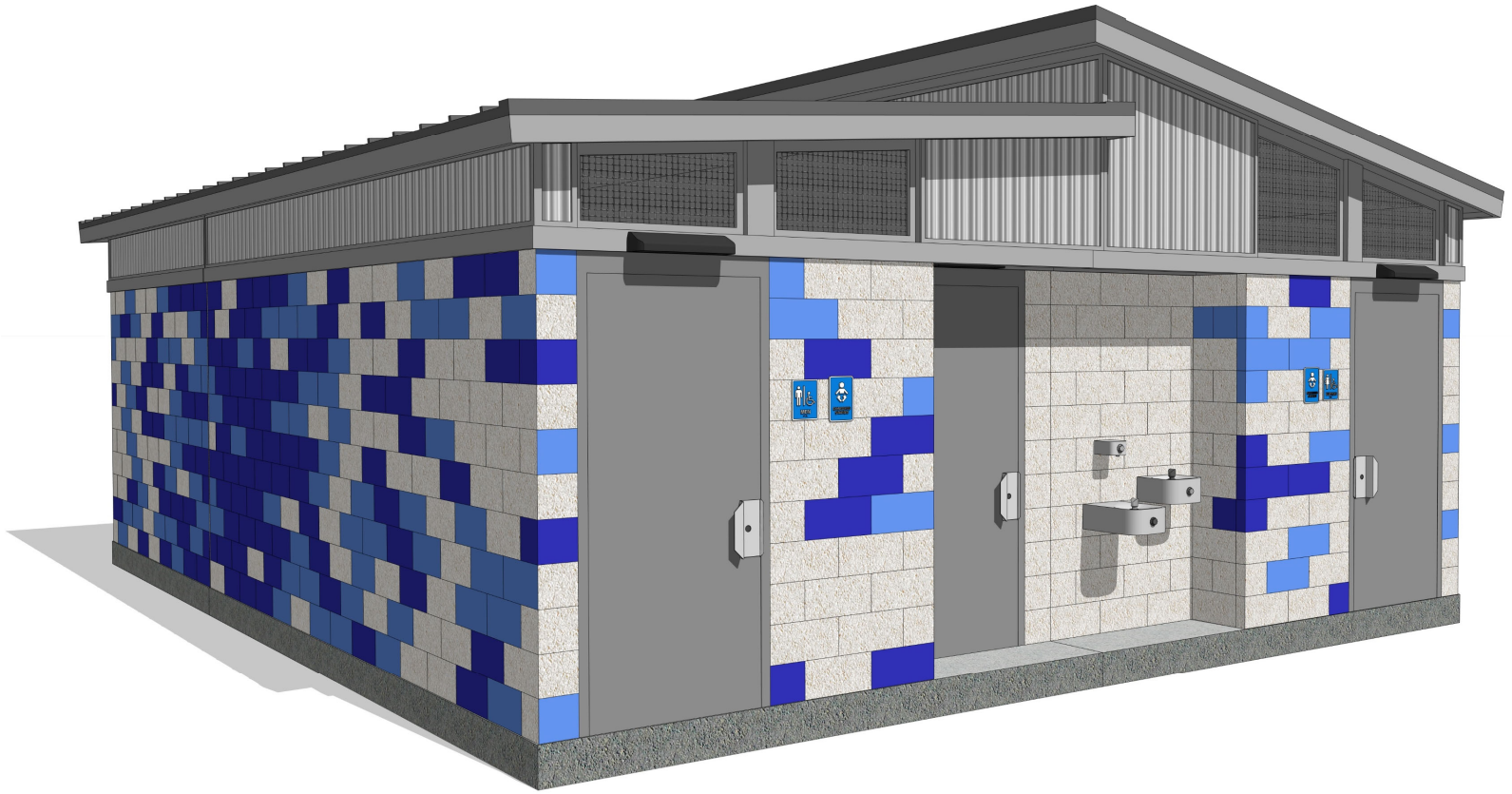
Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

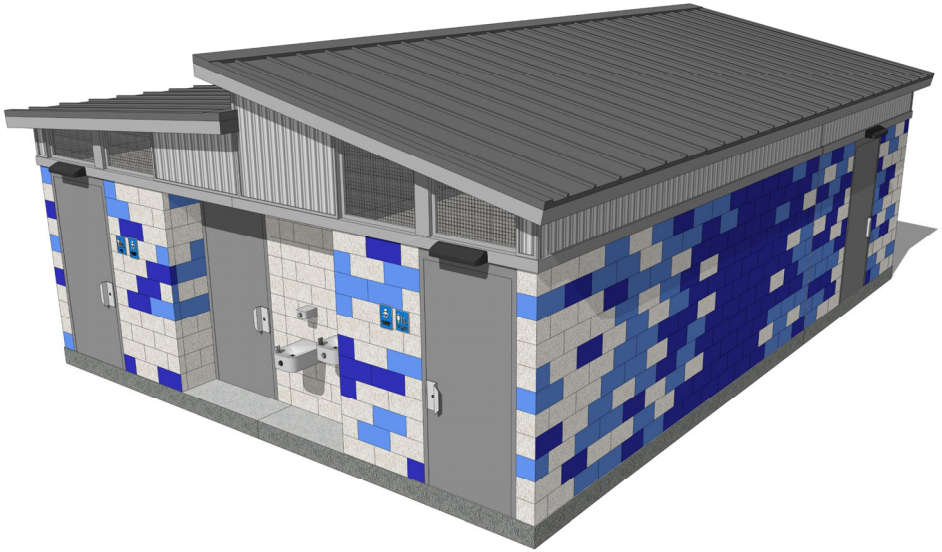
This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

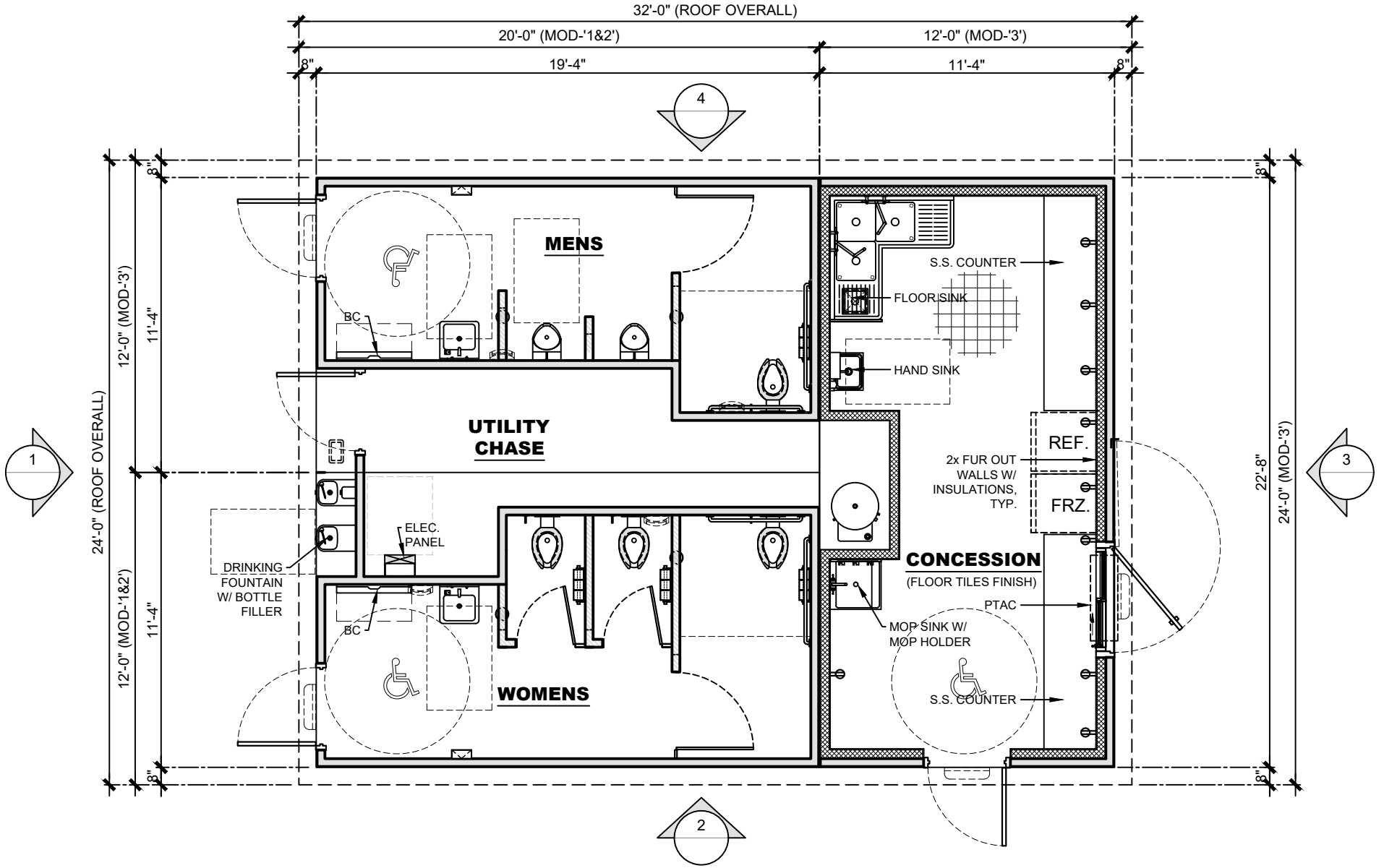
Accepted by:

_____ _____
Authorized Signature **Date Signed**

_____ _____
Printed Name **Legal Entity Name and Address**







FLOOR PLAN

SCALE:3/16"=1'-0"

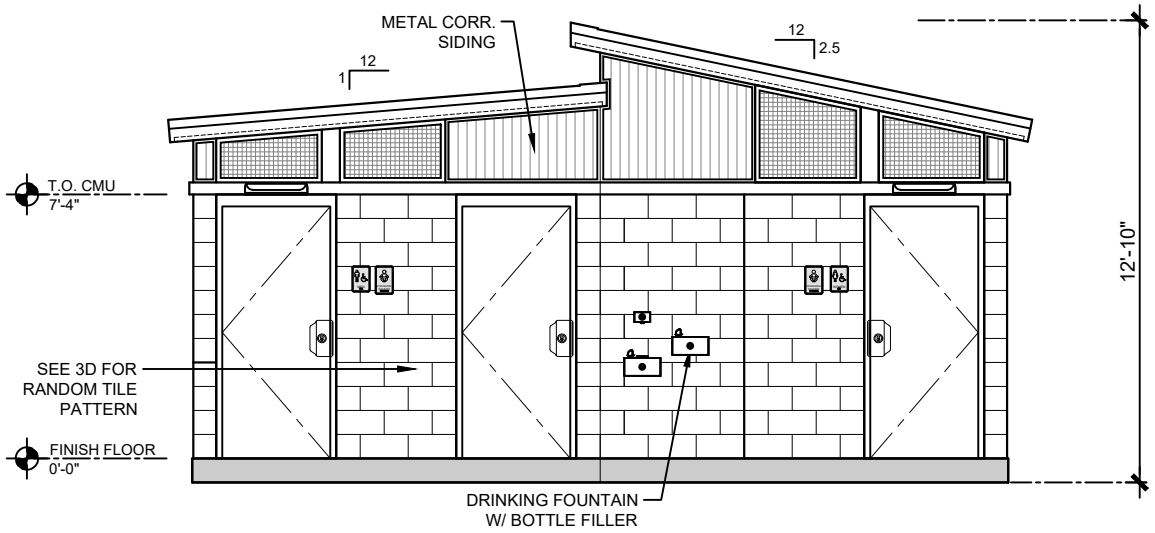
PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

COPYRIGHT 2025, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

BUILDING TYPE:	**RESTROOM / CONCESSION BUILDING**	REVISION # **-**	REVISION DATE:	SHEET# **A-1**
PROJECT:	**WILSON CREEK PARK CITY OF CELINA, TX**	PROJECT #: **11972**	DRAWN BY:	
			START DATE: **1/17/2025**	MAX. PERSON / HOUR: **270 M**
			DRAWN BY: EOR	

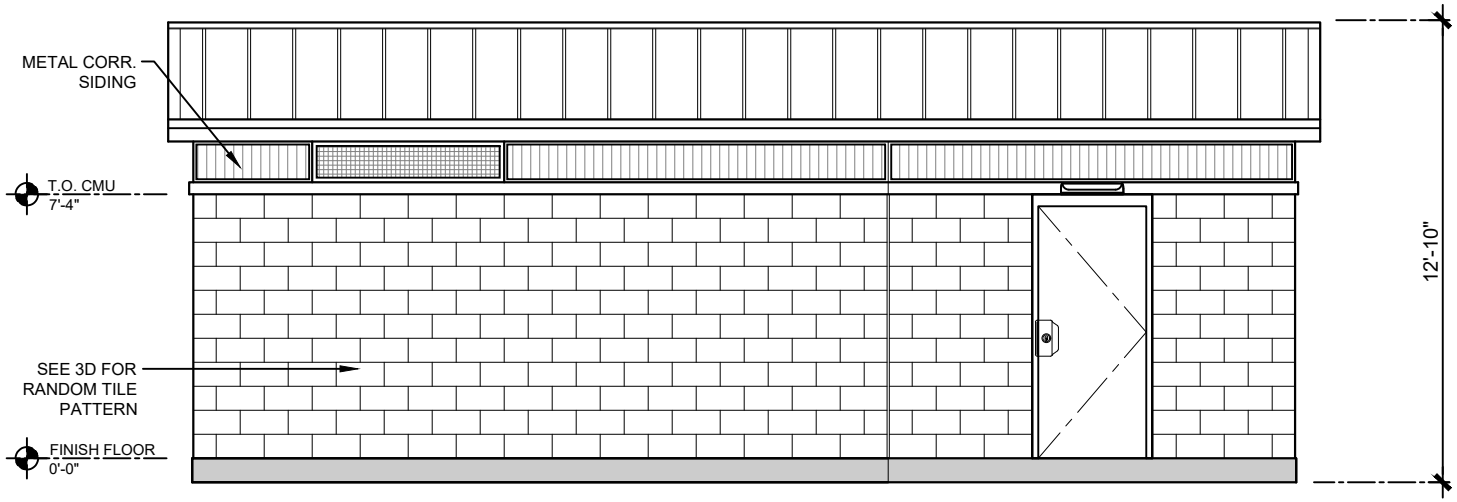
Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE



ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

COPYRIGHT 2025, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

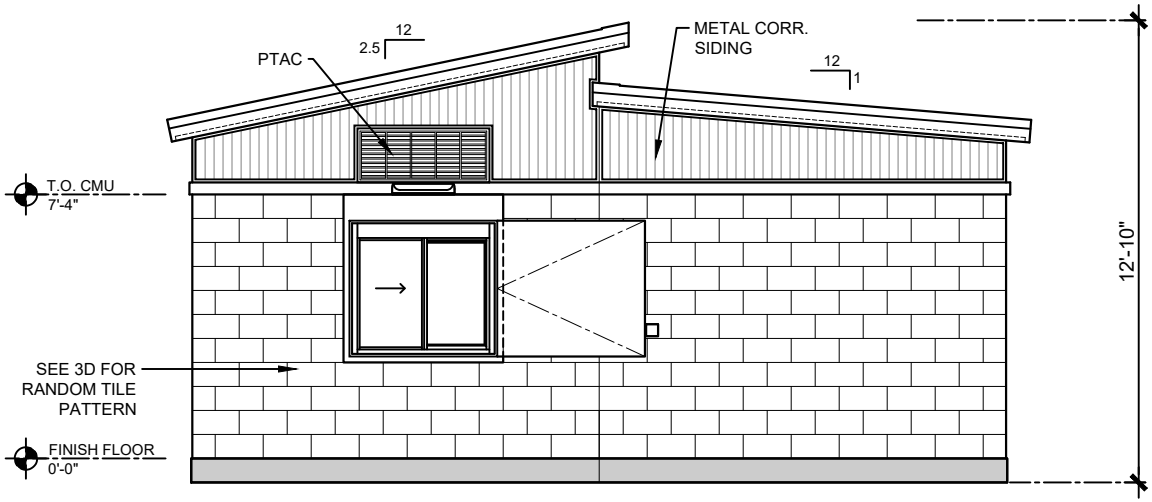
BUILDING TYPE: **RESTROOM / CONCESSION BUILDING**

PROJECT: **WILSON CREEK PARK**
CITY OF CELINA, TX

REVISION #	REVISION DATE:	SHEET#
-	DRAWN BY:	A-2
PROJECT #: 11972	START DATE: 1/17/2025	MAX. PERSON / HOUR: 270 M
	DRAWN BY: EOR	

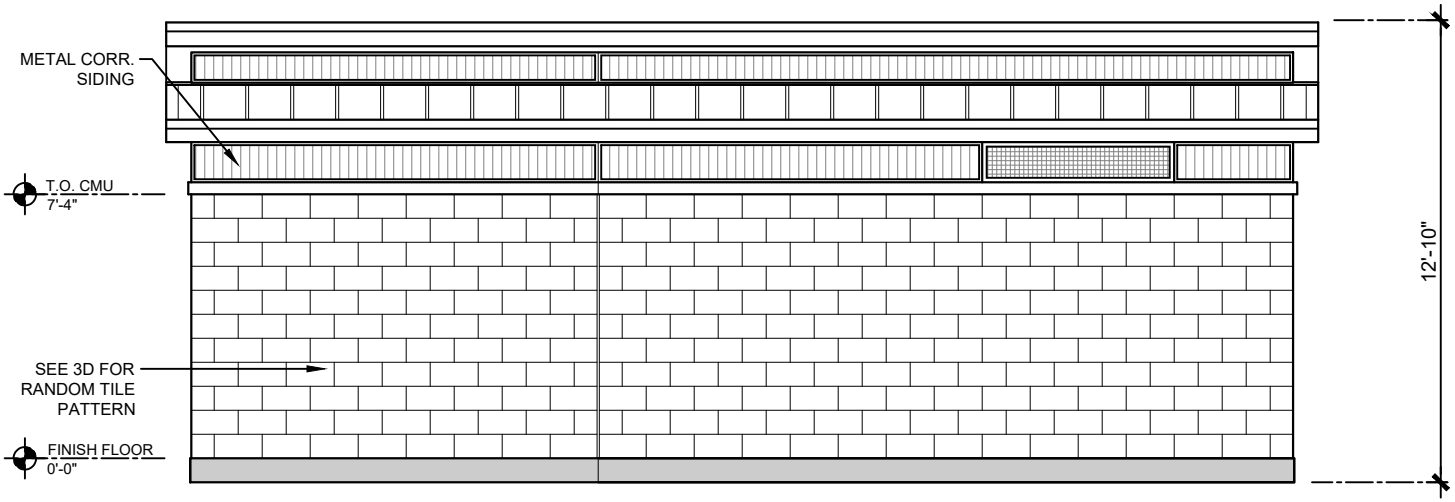
Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE



ELEVATION 3

SCALE: 3/16"=1'-0"



ELEVATION 4

SCALE: 3/16"=1'-0"

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

COPYRIGHT 2025, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

BUILDING TYPE: **RESTROOM / CONCESSION BUILDING**

PROJECT: **WILSON CREEK PARK**
CITY OF CELINA, TX

REVISION #	REVISION DATE:	SHEET#
-	DRAWN BY:	A-3
PROJECT #: 11972	START DATE: 1/17/2025	MAX. PERSON / HOUR: 270 M
	DRAWN BY: EOR	

Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

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
Date: September 9, 2025

Agenda Item:
Consider and act to award Bid 2025-051 for Old Celina Park restroom additions to Construction Solution USA in the amount of $776,767.76 plus a ten (10) percent contingency in the amount of $77,676.78 for a total amount not to exceed $854,444.54. (Glasgow)

Background Information:
As the City's population grows and the use of Old Celina Park increases, there is a need for additional improvements in the southwest quadrant of the park to serve residents and visitors. The proposed improvements include conversion of the existing soft surface trail south of the southern parking lot to an eight-foot (8') wide concrete trail. In addition, this project will convert approximately 1,100 LF of existing gravel service road drive to a 12' wide concrete drive along the southern property line from FM 428 to the termination of the existing concrete service drive. The project will replace approximately 40 feet of the existing concrete walking surface that has separated from the retaining walls at the two existing handicap ramps located at the two eastern baseball fields of the southern fourplex of the baseball fields. This project also includes the addition of a prefabricated restroom facility between the soccer fields on the northern end of the multipurpose fields. The last component of this project will include extending sanitary sewer, water, and electrical service to the proposed prefabricated restroom facility.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. 2025-051 Agreement with Costruction Solutions_Partially
4. Bid Tabulation

5. Agenda Recap 2025-051

Financial Consideration:
Funding is available through the park fees. Expenditure 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.

OLD CELINA PARK RESTROOM ADDITION

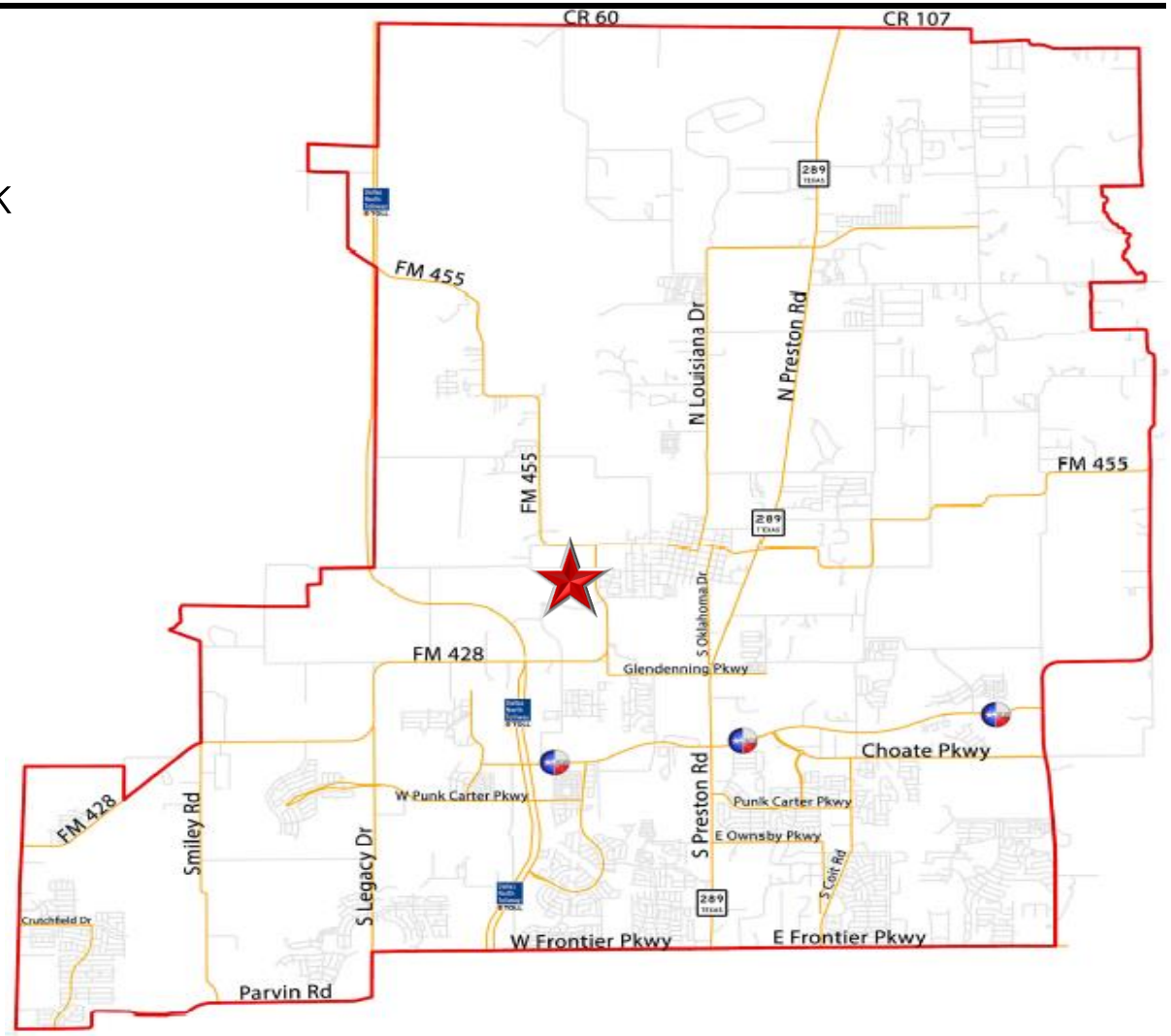
September 09, 2025

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



LOCATION MAP

- Old Celina Park



INTRODUCTION

- On August 09, 2025, the City received responses to the sealed proposal 2025-051 for the construction of Old Celina Park Restroom addition and site improvements.

- The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one thousand and twenty-one (1021) vendors were notified.

- Fourteen (14) bids were received. An initial review was completed by Purchasing Department to verify submissions met the minimum requirements.

- Upon contacting and receiving positive feedback from vendor's references, staff recommended Construction Solution USA LLC as the lowest responsible bidder.

SCOPE OF WORK

- Converting existing soft surface trail south of the south parking lot to 8' wide concrete trail
- Converting approximately 1,100 LF of existing gravel service road drive to a 12' wide concrete drive along the southern property line from FM 428 to the termination of the existing concrete service drive.
- Adding a prefabricated restroom facility between the soccer fields on the north end of the park. This work will include extending sanitary sewer, water and electrical service to the proposed prefabricated restroom facility.
- Replacing the concrete walking surface that has separated from the retaining walls at the two existing handicap ramps (approximately 40 LF total) at the two eastern baseball fields located in the southern fourplex of baseball fields.

SCOPE OF WORK





BID 2025-029

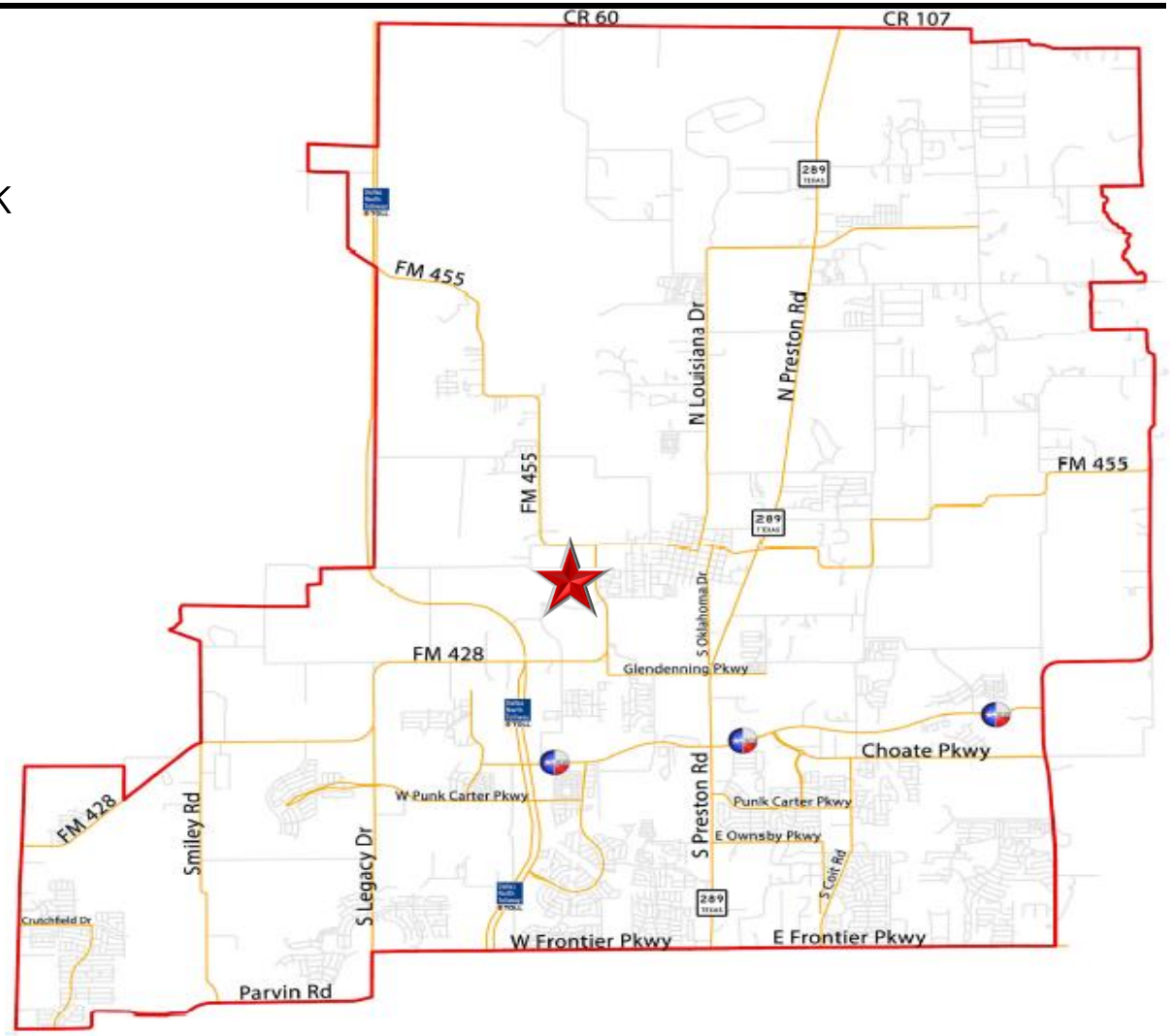
- First lowest apparent bidder is Construction Solution USA LLC
- Opinion of Probable Construction Cost (OPCC): $ 957,608.00
- Bid Price : $776,767.76
- 10% Contingency: $77,676.78
- Total Not to Exceed: **$854,444.54**

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
CONSTRUCTION SOLUTION USA	CARROLLTON	TX	8/6/2025 09:26:15 AM (CT)	59	$776,767.76
RoeschCo Construction, LLC	Frisco	TX	8/6/2025 08:59:10 AM (CT)	59	$930,281.90
CGC General Contractors, Inc.	Haltom City	TX	8/6/2025 09:24:43 AM (CT)	59	$956,959.96
J.C. Commercial, Inc.	Lewisville	TX	8/6/2025 09:10:17 AM (CT)	59	$984,777.00
Ratliff Hardscape, Ltd	Lewisville	TX	8/6/2025 08:41:47 AM (CT)	59	$1,015,866.00
Hawk Builders, LLC	Gunter	TX	8/6/2025 09:10:24 AM (CT)	59	$1,034,368.84
HCI Commercial, LLC	Dallas	TX	8/6/2025 08:51:12 AM (CT)	57	$1,075,131.14
Vlex construction LLC	Greenville	TX	8/5/2025 09:31:47 PM (CT)	59	$1,141,055.00
AUI Partners, LLC	FT WORTH	TX	8/6/2025 08:25:25 AM (CT)	59	$1,150,352.30
Tegrity Contractors	Allen	TX	8/6/2025 09:56:54 AM (CT)	59	$1,199,444.03
A T Construction	AUBREY	TX	8/6/2025 09:04:48 AM (CT)	55	$1,209,660.00
ICGM GROUP (ICGM)	Dallas	TX	8/6/2025 08:02:03 AM (CT)	59	$1,487,604.00
Pace Turf Solutions (Pace Const	Melissa	TX	8/5/2025 04:54:23 PM (CT)	59	$1,608,455.00
HBA Design Build, LLC	Celina	TX	8/6/2025 09:59:31 AM (CT)	59	$882,472,778.48

QUESTIONS?

LOCATION MAP

- Old Celina Park



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 Construction Solutions USA LLC (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Old Celina Park Restroom Additions P32
BID 2025-051

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:

Convert existing soft surface trail south of the south parking lot to 8' wide concrete trail; Convert approximately 1100 LF of existing gravel service road drive to a 12' wide concrete drive along the south property line from FM 428 to the termination of the existing concrete service drive.; Construct a building pad for a prefabricated restroom facility between the soccer fields on the north end of these soccer fields. This work will include extending sanitary sewer, water and electrical service to the proposed prefabricated restroom facility; Replace the concrete walking surface that has separated from the retaining walls at the two existing handicap ramps (approximately 40 LF total) at the two eastern baseball fields located in the southern fourplex of baseball fields.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Halff Associates,** 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 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties

involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$776,767.76**

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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Christopher Wright (Aug 22, 2025 10:34:16 CDT)
	Christopher Wright Printed Name & Title
	Aug 22, 2025 Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices: 1452 Halsey Way #100 Carrollton TX 75007

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID 2025-051 Old Celina Park Restroom Additions				CONSTRUCTION SOLUTION USA LLC		RoeschCo Construction, LLC		CGC General Contractors, Inc.		J.C. Commercial, Inc.		Ratliff Hardscape, Ltd		Hawk Builders, LLC		Vlex construction LLC		AUI Partners, LLC		Tegrity Contractors		ICGM GROUP (ICGM)		Pace Turf Solutions (Pace Construction Services)		HBA Design Build, LLC	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	GENERAL																										
1.1	TRAFFIC CONTROL	3	MO	$ 1,036.22	$ 3,108.66	$ 3,000.00	$ 9,000.00	$ 9,803.56	$ 29,410.68	$ 3,175.00	$ 9,525.00	$ 4,550.00	$ 13,650.00	$ 3,227.35	$ 9,682.05	$ 10,037.00	$ 30,111.00	$ 4,306.45	$ 12,919.35	$ 2,780.00	$ 8,340.00	$ 6,000.00	$ 18,000.00	$ 3,500.00	$ 10,500.00	$ 10,600.00	$ 31,800.00
1.2	MOBILIZATION (5% MAX)	1	LS	$ 8,060.55	$ 8,060.55	$ 46,500.00	$ 46,500.00	$ 15,851.67	$ 15,851.67	$ 47,614.03	$ 47,614.03	$ 47,192.00	$ 47,192.00	$ 51,637.61	$ 51,637.61	$ 51,163.00	$ 51,163.00	$ 5,813.71	$ 5,813.71	$ 59,809.98	$ 59,809.98	$65,000.00	$ 65,000.00	$75,000.00	$ 75,000.00	$ 101,501.92	$ 101,501.92
1.3	SWPPP PLAN AND IMPLEMENTATION	1	LS	$ 3,561.93	$ 3,561.93	$ 4,500.00	$ 4,500.00	$ 7,660.67	$ 7,660.67	$ 1,524.00	$ 1,524.00	$ 16,250.00	$ 16,250.00	$ 4,518.29	$ 4,518.29	$ 4,651.00	$ 4,651.00	$ 5,426.13	$ 5,426.13	$ 3,600.00	$ 3,600.00	$14,000.00	$ 14,000.00	$14,000.00	$ 14,000.00	$ 28,632.00	$ 28,632.00
	SUBTOTAL				**$ 14,731.14**		**$ 60,000.00**		**$ 52,923.02**		**$ 58,663.03**		**$ 77,092.00**		**$ 65,837.95**		**$ 85,925.00**		**$ 24,159.19**		**$ 71,749.98**		**$ 97,000.00**		**$ 99,500.00**		**$ 161,933.92**
2	REMOVALS																										
2.1	REMOVE CONCRETE RAMP	24	SY	$ 68.04	$ 1,632.96	$ 50.00	$ 1,200.00	$ 400.45	$ 9,610.80	$ 158.75	$ 3,810.00	$ 130.00	$ 3,120.00	$ 135.55	$ 3,253.20	$ 37.00	$ 888.00	$ 96.90	$ 2,325.60	$ 26.50	$ 636.00	$ 103.00	$ 2,472.00	$ 500.00	$ 12,000.00	$ 2,050.00	$ 49,200.00
2.2	REMOVE CONCRETE DRIVEWAY	1	LS	$ 8,750.75	$ 8,750.75	$ 5,000.00	$ 5,000.00	$ 9,610.67	$ 9,610.67	$ 10,414.00	$ 10,414.00	$ 7,150.00	$ 7,150.00	$ 12,909.40	$ 12,909.40	$ 3,672.00	$ 3,672.00	$ 6,976.45	$ 6,976.45	$ 3,333.00	$ 3,333.00	$18,300.00	$ 18,300.00	$ 9,000.00	$ 9,000.00	$ 11,124.00	$ 11,124.00
2.3	REMOVE EXISTING CONCRETE WALK	123	SY	$ 73.34	$ 9,020.82	$ 40.00	$ 4,920.00	$ 78.14	$ 9,611.22	$ 61.96	$ 7,621.08	$ 36.00	$ 4,428.00	$ 38.73	$ 4,763.79	$ 15.00	$ 1,845.00	$ 58.14	$ 7,151.22	$ 34.66	$ 4,263.18	$ 96.00	$ 11,808.00	$ 125.00	$ 15,375.00	$ 4,802.00	$ 590,646.00
2.4	REMOVE HANDRAIL	64	LF	$ 12.33	$ 789.12	$ 12.00	$ 768.00	$ 178.29	$ 11,410.56	$ 29.77	$ 1,905.28	$ 33.00	$ 2,112.00	$ 20.20	$ 1,292.80	$ 37.00	$ 2,368.00	$ 30.28	$ 1,937.92	$ 21.60	$ 1,382.40	$ 53.00	$ 3,392.00	$ 25.00	$ 1,600.00	$ 1,198.00	$ 76,672.00
	SUBTOTAL				**$ 20,193.65**		**$ 11,888.00**		**$ 40,243.25**		**$ 23,750.36**		**$ 16,810.00**		**$ 22,219.19**		**$ 8,773.00**		**$ 18,391.19**		**$ 9,614.58**		**$ 35,972.00**		**$ 37,975.00**		**$ 727,642.00**
3	ROADWAY																										
3.1	SITE GRADING	218	CY	$ 132.47	$ 28,878.46	$ 100.00	$ 21,800.00	$ 84.45	$ 18,410.10	$ 58.26	$ 12,700.68	$ 59.00	$ 12,862.00	$ 27.11	$ 5,909.98	$ 98.00	$ 21,364.00	$ 125.32	$ 27,319.76	$ 117.60	$ 25,636.80	$ 79.00	$ 17,222.00	$ 125.00	$ 27,250.00	$ 3,350.11	$ 730,323.98
3.2	FILL	218	CY	$ 27.59	$ 6,014.62	$ 160.00	$ 34,880.00	$ 84.45	$ 18,410.10	$ 186.43	$ 40,641.74	$ 72.00	$ 15,696.00	$ 33.24	$ 7,246.32	$ 147.00	$ 32,046.00	$ 58.14	$ 12,674.52	$ 55.20	$ 12,033.60	$ 80.00	$ 17,440.00	$ 125.00	$ 27,250.00	$ 4,989.97	$ 1,087,813.46
3.3	MOISTURE CONDITIONED SUBGRADE (9.5 ft DEPTH)	515	CY	$ 31.40	$ 16,171.00	$ 45.10	$ 23,226.50	$ 1.67	$ 860.05	$ 17.76	$ 9,146.40	$ 52.00	$ 26,780.00	$ 28.27	$ 14,559.05	$ 73.00	$ 37,595.00	$ 78.80	$ 40,582.00	$ 73.20	$ 37,698.00	$ 95.00	$ 48,925.00	$ 155.00	$ 79,825.00	$ 91,571.00	$ 47,159,065.00
3.4	REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, 5 inch THICK	1379	SY	$ 78.37	$ 108,072.23	$ 86.60	$ 119,421.40	$ 119.18	$ 164,349.22	$ 114.66	$ 158,116.14	$ 73.00	$ 100,667.00	$ 121.03	$ 166,900.37	$ 88.00	$ 121,352.00	$ 79.16	$ 109,161.64	$ 67.88	$ 93,606.52	$ 175.00	$ 241,325.00	$ 110.00	$ 151,690.00	$ 76,412.00	$ 105,372,148.00
3.5	BARRIER FREE CONCRETE RAMP 5 inch THICK	1	EA	$ 1,978.16	$ 1,978.16	$ 10,085.00	$ 10,085.00	$ 14,490.67	$ 14,490.67	$ 1,905.00	$ 1,905.00	$ 3,380.00	$ 3,380.00	$ 6,454.70	$ 6,454.70	$ 24,480.00	$ 24,480.00	$ 2,260.89	$ 2,260.89	$ 660.00	$ 660.00	$ 5,500.00	$ 5,500.00	$ 4,000.00	$ 4,000.00	$ 4,375.00	$ 4,375.00
3.6	CONCRETE DRIVEWAY (9 inch THICK)	1500	SY	$ 100.76	$ 151,140.00	$ 93.00	$ 139,500.00	$ 17.50	$ 26,250.00	$ 138.86	$ 208,290.00	$ 100.00	$ 150,000.00	$ 134.90	$ 202,350.00	$ 100.00	$ 150,000.00	$ 103.58	$ 155,370.00	$ 95.10	$ 142,650.00	$ 190.00	$ 285,000.00	$ 140.00	$ 210,000.00	$ 181,356.00	$ 272,034,000.00
3.7	DRIVEWAY APPROACH (11 inch THICK)	90	SY	$ 127.50	$ 11,475.00	$ 244.40	$ 21,996.00	$ 321.23	$ 28,910.70	$ 141.12	$ 12,700.80	$ 150.00	$ 13,500.00	$ 71.97	$ 6,477.30	$ 116.00	$ 10,440.00	$ 502.42	$ 45,217.80	$ 66.67	$ 6,000.30	$ 200.00	$ 18,000.00	$ 150.00	$ 13,500.00	$ 70,706.00	$ 6,363,540.00
3.8	LIME TREATMENT	1739	SY	$ 12.33	$ 21,441.87	$ 12.00	$ 20,868.00	$ 14.61	$ 25,406.79	$ 23.01	$ 40,014.39	$ 12.00	$ 20,868.00	$ 11.36	$ 19,755.04	$ 12.00	$ 20,868.00	$ 34.88	$ 60,656.32	$ 32.40	$ 56,343.60	$ 18.00	$ 31,302.00	$ 12.00	$ 20,868.00	$ 42,168.00	$ 73,330,152.00
3.9	HYDRATED LIME (36 LBS/SY)	32	TON	$ -	$ -	$ 400.00	$ 12,800.00	$ 970.53	$ 31,056.96	$ 138.91	$ 4,445.12	$ 570.00	$ 18,240.00	$ 264.64	$ 8,468.48	$ 428.00	$ 13,696.00	$ 1,118.82	$ 35,802.24	$ 1,039.20	$ 33,254.40	$ 350.00	$ 11,200.00	$ 500.00	$ 16,000.00	$ -	$ -
3.10	8 inch FLEXBASE	90	SY	$ 123.25	$ 11,092.50	$ 35.00	$ 3,150.00	$ 151.79	$ 13,661.10	$ 141.12	$ 12,700.80	$ 59.00	$ 5,310.00	$ 17.43	$ 1,568.70	$ 61.00	$ 5,490.00	$ 71.06	$ 6,395.40	$ 67.20	$ 6,048.00	$ 45.00	$ 4,050.00	$ 37.00	$ 3,330.00	$ 9,244.00	$ 831,960.00
3.11	SELECT FILL CAP RESTROOM BUILDING PAD	130	CY	$ 14.79	$ 1,922.70	$ 60.00	$ 7,800.00	$ 65.00	$ 8,450.00	$ 34.20	$ 4,446.00	$ 98.00	$ 12,740.00	$ 31.37	$ 4,078.10	$ 37.00	$ 4,810.00	$ 32.50	$ 4,225.00	$ 33.60	$ 4,368.00	$ 45.00	$ 5,850.00	$ 125.00	$ 16,250.00	$ 1.00	$ 130.00
	SUBTOTAL				**$ 358,186.54**		**$ 415,526.90**		**$ 350,255.69**		**$ 505,107.07**		**$ 380,043.00**		**$ 443,768.04**		**$ 442,141.00**		**$ 499,665.57**		**$ 418,299.22**		**$ 685,814.00**		**$ 569,963.00**		**$ 506,913,507.44**
4	STRUCTURE																										
4.1	PERIMETER BEAM CONCRETE FOUNDATION	8	CY	$ 1,919.62	$ 15,356.96	$ 1,100.00	$ 8,800.00	$ 2,678.46	$ 21,427.68	$ 2,381.25	$ 19,050.00	$ 1,950.00	$ 15,600.00	$ 2,420.51	$ 19,364.08	$ 1,530.00	$ 12,240.00	$ 5,652.22	$ 45,217.76	$ 3,004.80	$ 24,038.40	$ 495.00	$ 3,960.00	$ 1,500.00	$ 12,000.00	$ 12,280.00	$ 98,240.00
	SUBTOTAL				**$ 15,356.96**		**$ 8,800.00**		**$ 21,427.68**		**$ 19,050.00**		**$ 15,600.00**		**$ 19,364.08**		**$ 12,240.00**		**$ 45,217.76**		**$ 24,038.40**		**$ 3,960.00**		**$ 12,000.00**		**$ 98,240.00**
5	SIGNING AND PAVEMENT MARKING																										
5.1	PAVEMENT MARKINGS	1	LS	$ 1.00	$ 1.00	$ 1,500.00	$ 1,500.00	$ 7,410.67	$ 7,410.67	$ -	$ -	$ 4,550.00	$ 4,550.00	$ 1.00	$ 1.00	$ 10,037.00	$ 10,037.00	$ 4,521.77	$ 4,521.77	$ 3,000.00	$ 3,000.00	$18,000.00	$ 18,000.00	$ 1,000.00	$ 1,000.00	$ 1,932.00	$ 1,932.00
	SUBTOTAL				**$ 1.00**		**$ 1,500.00**		**$ 7,410.67**		**$ -**		**$ 4,550.00**		**$ 1.00**		**$ 10,037.00**		**$ 4,521.77**		**$ 3,000.00**		**$ 18,000.00**		**$ 1,000.00**		**$ 1,932.00**
6	WASTEWATER																										
6.1	6 inch PVC Wastewater Pipe (SDR-26)	30	LF	$ 110.52	$ 3,315.60	$ 100.00	$ 3,000.00	$ 235.22	$ 7,056.60	$ 162.56	$ 4,876.80	$ 130.00	$ 3,900.00	$ 258.19	$ 7,745.70	$ 147.00	$ 4,410.00	$ 873.39	$ 26,201.70	$ 238.87	$ 7,166.10	$ 165.00	$ 4,950.00	$ 200.00	$ 6,000.00	$ 2,646.00	$ 79,380.00
6.2	Two-way Cleanout	1	EA	$ 585.44	$ 585.44	$ 3,000.00	$ 3,000.00	$ 7,819.67	$ 7,819.67	$ 1,905.00	$ 1,905.00	$ 9,100.00	$ 9,100.00	$ 1,755.68	$ 1,755.68	$ 3,060.00	$ 3,060.00	$ 3,229.84	$ 3,229.84	$ 1,632.00	$ 1,632.00	$ 700.00	$ 700.00	$ 4,000.00	$ 4,000.00	$ 3,409.00	$ 3,409.00
6.3	Wastewater Manhole (4 foot Diameter)	1	EA	$ 13,557.50	$ 13,557.50	$ 15,000.00	$ 15,000.00	$ 21,788.67	$ 21,788.67	$ 12,065.00	$ 12,065.00	$ 13,000.00	$ 13,000.00	$ 37,762.58	$ 37,762.58	$ 9,792.00	$ 9,792.00	$ 19,379.03	$ 19,379.03	$ 35,102.40	$ 35,102.40	$ 8,000.00	$ 8,000.00	$15,000.00	$ 15,000.00	$ 43,378.00	$ 43,378.00
6.4	UTILITY CONNECTION AT RESTROOM	1	EA	$ 1,133.90	$ 1,133.90	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 5,715.00	$ 5,715.00	$ 6,500.00	$ 6,500.00	$ 2,581.88	$ 2,581.88	$ 12,240.00	$ 12,240.00	$ 9,711.48	$ 9,711.48	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$15,000.00	$ 15,000.00	$ 5,150.00	$ 5,150.00
	SUBTOTAL				**$ 18,592.44**		**$ 22,500.00**		**$ 39,664.94**		**$ 24,561.80**		**$ 32,500.00**		**$ 49,845.84**		**$ 29,502.00**		**$ 58,522.05**		**$ 45,900.50**		**$ 16,650.00**		**$ 40,000.00**		**$ 131,317.00**
7	WATER																										
7.1	UTILITY CONNECTION AT RESTROOM	1	EA	$ 1,133.90	$ 1,133.90	$ 1,500.00	$ 1,500.00	$ 8,410.67	$ 8,410.67	$ 5,715.00	$ 5,715.00	$ 6,500.00	$ 6,500.00	$ 3,614.63	$ 3,614.63	$ 12,240.00	$ 12,240.00	$ 9,689.51	$ 9,689.51	$ 3,286.80	$ 3,286.80	$ 5,500.00	$ 5,500.00	$10,000.00	$ 10,000.00	$ 1.00	$ 1.00
7.2	WATER METER CONNECTION (2 inch)	1	EA	$ 338.94	$ 338.94	$ 5,000.00	$ 5,000.00	$ 8,421.67	$ 8,421.67	$ 4,445.00	$ 4,445.00	$ 6,500.00	$ 6,500.00	$ 2,157.16	$ 2,157.16	$ 10,404.00	$ 10,404.00	$ 9,689.51	$ 9,689.51	$ 2,005.20	$ 2,005.20	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 4,011.00	$ 4,011.00
7.4	6 inch Gate Valve Assembly	1	EA	$ 4,449.33	$ 4,449.33	$ 3,500.00	$ 3,500.00	$ 8,665.67	$ 8,665.67	$ 5,016.50	$ 5,016.50	$ 3,250.00	$ 3,250.00	$ 2,630.94	$ 2,630.94	$ 4,896.00	$ 4,896.00	$ 13,565.32	$ 13,565.32	$ 2,445.60	$ 2,445.60	$ 1,400.00	$ 1,400.00	$ 4,500.00	$ 4,500.00	$ 4,254.00	$ 4,254.00
7.5	8 inch Gate Valve Assembly	2	EA	$ 4,893.03	$ 9,786.06	$ 5,500.00	$ 11,000.00	$ 4,630.33	$ 9,260.66	$ 6,985.00	$ 13,970.00	$ 4,550.00	$ 9,100.00	$ 6,674.16	$ 13,348.32	$ 7,344.00	$ 14,688.00	$ 16,149.19	$ 32,298.38	$ 3,102.00	$ 6,204.00	$ 1,800.00	$ 3,600.00	$ 3,000.00	$ 6,000.00	$ 4,850.00	$ 9,700.00
7.6	2 inch Water Line (Poly)	250	LF	$ 20.83	$ 5,207.50	$ 40.00	$ 10,000.00	$ 38.76	$ 9,690.00	$ 31.75	$ 7,937.50	$ 65.00	$ 16,250.00	$ 52.80	$ 13,200.00	$ 73.00	$ 18,250.00	$ 90.44	$ 22,610.00	$ 48.93	$ 12,232.50	$ 65.00	$ 16,250.00	$ 100.00	$ 25,000.00	$ 5,280.00	$ 1,320,000.00
7.7	Backflow Preventer	1	EA	$ 5,361.38	$ 5,361.38	$ 9,000.00	$ 9,000.00	$ 32,750.67	$ 32,750.67	$ 8,255.00	$ 8,255.00	$ 41,600.00	$ 41,600.00	$ 34,038.22	$ 34,038.22	$ 10,404.00	$ 10,404.00	$ 12,919.35	$ 12,919.35	$ 31,639.20	$ 31,639.20	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 78,349.00	$ 78,349.00
7.8	6 inch PVC Water Pipe	15	LF	$ 1,085.42	$ 16,281.30	$ 150.00	$ 2,250.00	$ 548.18	$ 8,222.70	$ 101.60	$ 1,524.00	$ 150.00	$ 2,250.00	$ 119.80	$ 1,797.00	$ 122.00	$ 1,830.00	$ 928.99	$ 13,934.85	$ 111.12	$ 1,666.80	$ 95.00	$ 1,425.00	$ 150.00	$ 2,250.00	$ 3,812.00	$ 57,180.00
7.9	8 inch PVC Water Pipe	385	LF	$ 138.85	$ 53,457.25	$ 95.00	$ 36,575.00	$ 66.01	$ 25,413.85	$ 114.30	$ 44,005.50	$ 130.00	$ 50,050.00	$ 167.82	$ 64,610.70	$ 147.00	$ 56,595.00	$ 112.25	$ 43,216.25	$ 227.69	$ 87,660.65	$ 110.00	$ 42,350.00	$ 200.00	$ 77,000.00	$ 20,913.00	$ 8,051,505.00
7.10	Fire Hydrant Assembly	1	EA	$ 8,898.65	$ 8,898.65	$ 8,500.00	$ 8,500.00	$ 19,910.67	$ 19,910.67	$ 13,335.00	$ 13,335.00	$ 9,750.00	$ 9,750.00	$ 7,100.17	$ 7,100.17	$ 9,792.00	$ 9,792.00	$ 21,316.93	$ 21,316.93	$ 6,597.60	$ 6,597.60	$ 5,300.00	$ 5,300.00	$ 6,500.00	$ 6,500.00	$ 15,409.00	$ 15,409.00
7.11	8 inch Plug	1	EA	$ 470.82	$ 470.82	$ 1,000.00	$ 1,000.00	$ 8,410.67	$ 8,410.67	$ 1,905.00	$ 1,905.00	$ 650.00	$ 650.00	$ 580.92	$ 580.92	$ 4,284.00	$ 4,284.00	$ 3,229.84	$ 3,229.84	$ 510.00	$ 510.00	$ 950.00	$ 950.00	$ 6,500.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
7.12	Tapping Saddle (2 inch size)	1	EA	$ 1,799.45	$ 1,799.45	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 6,350.00	$ 6,350.00	$ 2,600.00	$ 2,600.00	$ 924.10	$ 924.10	$ 3,060.00	$ 3,060.00	$ 19,379.03	$ 19,379.03	$ 264.00	$ 264.00	$ 1,200.00	$ 1,200.00	$ 5,500.00	$ 5,500.00	$ 1.00	$ 1.00
7.13	Cut in "T" (18 inch x8 inch)	1	EA	$ 16,540.15	$ 16,540.15	$ 11,000.00	$ 11,000.00	$ 4,000.00	$ 4,000.00	$ 19,050.00	$ 19,050.00	$ 19,500.00	$ 19,500.00	$ 8,737.08	$ 8,737.08	$ 2,203.00	$ 2,203.00	$ 9,689.51	$ 9,689.51	$ 8,509.20	$ 8,509.20	$18,000.00	$ 18,000.00	$70,000.00	$ 70,000.00	$ 1.00	$ 1.00
7.14	18 inch gate valve assembly	1	EA	$ 20,397.88	$ 20,397.88	$ 40,000.00	$ 40,000.00	$ 3,500.00	$ 3,500.00	$ 37,465.00	$ 37,465.00	$ 28,600.00	$ 28,600.00	$ 25,736.88	$ 25,736.88	$ 5,508.00	$ 5,508.00	$ 38,758.06	$ 38,758.06	$ 25,065.60	$ 25,065.60	$19,000.00	$ 19,000.00	$55,000.00	$ 55,000.00	$ 1.00	$ 1.00
	SUBTOTAL				**$ 144,122.61**		**$ 144,325.00**		**$ 148,657.23**		**$ 168,973.50**		**$ 196,600.00**		**$ 178,476.12**		**$ 154,154.00**		**$ 250,296.54**		**$ 188,087.15**		**$ 124,975.00**		**$ 276,250.00**		**$ 9,544,412.00**
8	FIBER																										
8.1	2 inch Conduit for Fiber	660	LF	$ 19.57	$ 12,916.20	$ 30.00	$ 19,800.00	$ 31.91	$ 21,060.60	$ 16.05	$ 10,593.00	$ 46.00	$ 30,360.00	$ 26.52	$ 17,503.20	$ 73.00	$ 48,180.00	$ 44.04	$ 29,066.40	$ 54.12	$ 35,719.20	$ 78.00	$ 51,480.00	$ 15.00	$ 9,900.00	$ 13,556.40	$ 8,947,224.00
8.2	Pullbox for Fiber	2	EA	$ 2,218.50	$ 4,437.00	$ 3,375.00	$ 6,750.00	$ 3,455.34	$ 6,910.68	$ 2,638.43	$ 5,276.86	$ 2,600.00	$ 5,200.00	$ 1,929.96	$ 3,859.92	$ 3,672.00	$ 7,344.00	$ 8,074.60	$ 16,149.20	$ 9,021.60	$ 18,043.20	$ 5,000.00	$ 10,000.00	$ 1,500.00	$ 3,000.00	$ 2,990.00	$ 5,980.00
	SUBTOTAL				**$ 17,353.20**		**$ 26,550.00**		**$ 27,971.28**		**$ 15,869.86**		**$ 35,560.00**		**$ 21,363.12**		**$ 55,524.00**		**$ 45,215.60**		**$ 53,762.40**		**$ 61,480.00**		**$ 12,900.00**		**$ 8,953,204.00**
9	ELECTRICAL																										
9.1	70 Amp, 3-Pole Thermal Magnetic Breaker Material & Labor	1	EA	$ 893.56	$ 893.56	$ 21,620.00	$ 21,620.00	$ 18,785.67	$ 18,785.67	$ 1,018.54	$ 1,018.54	$ 3,211.00	$ 3,211.00	$ 1,152.81	$ 1,152.81	$ 3,427.00	$ 3,427.00	$ 16,149.19	$ 16,149.19	$ 6,600.00	$ 6,600.00	$ 1,800.00	$ 1,800.00	$10,000.00	$ 10,000.00	$ 892.17	$ 892.17
9.2	Pullbox for Electrical Material and Labor	5	EA	$ 3,389.38	$ 16,946.90	$ 1,500.00	$ 7,500.00	$ 3,757.14	$ 18,785.70	$ 1,778.00	$ 8,890.00	$ 1,850.00	$ 9,250.00	$ 1,929.96	$ 9,649.80	$ 4,896.00	$ 24,480.00	$ 2,583.87	$ 12,919.35	$ 3,600.00	$ 18,000.00	$ 2,200.00	$ 11,000.00	$ 3,500.00	$ 17,500.00	$ 7,475.00	$ 37,375.00
9.3	PVC Sch. 40 Conduit Material and Labor	1340	LF	$ 11.50	$ 15,410.00	$ 10.00	$ 13,400.00	$ 14.02	$ 18,786.80	$ 7.59	$ 10,170.60	$ 8.00	$ 10,720.00	$ 20.91	$ 28,019.40	$ 12.00	$ 16,080.00	$ 13.86	$ 18,572.40	$ 4.20	$ 5,628.00	$ 24.00	$ 32,160.00	$ 30.00	$ 40,200.00	$ 21,627.60	$ 28,980,984.00
9.4	AWG Copper THWN-THHN (all sizes) Material and Labor	6894	LF	$ 3.49	$ 24,060.06	$ 3.00	$ 20,682.00	$ 2.72	$ 18,751.68	$ 4.18	$ 28,816.92	$ 8.00	$ 55,152.00	$ 6.71	$ 46,258.74	$ 18.00	$ 124,092.00	$ 1.78	$ 12,271.32	$ 22.20	$ 153,046.80	$ 17.00	$ 117,198.00	$ 18.00	$ 124,092.00	$ 35,504.10	$ 244,765,265.40
9.5	Polaris ISR-250 2-Port In-Line Connector	3	EA	$ 143.79	$ 431.37	$ 2,000.00	$ 6,000.00	$ 6,261.89	$ 18,785.67	$ 460.59	$ 1,381.77	$ 377.00	$ 1,131.00	$ 72.29	$ 216.87	$ 306.00	$ 918.00	$ 5,383.06	$ 16,149.18	$ 360.00	$ 1,080.00	$ 150.00	$ 450.00	$15,000.00	$ 45,000.00	$ 167.85	$ 503.55
9.6	100 Amp, 3-Phase Heavy Duty Disconnect Switch Material and Labor	1	EA	$ 7,395.00	$ 7,395.00	$ 7,500.00	$ 7,500.00	$ 18,785.67	$ 18,785.67	$ 659.13	$ 659.13	$ 1,378.00	$ 1,378.00	$ 2,891.71	$ 2,891.71	$ 1,836.00	$ 1,836.00	$ 16,149.19	$ 16,149.19	$ 4,200.00	$ 4,200.00	$ 120.00	$ 120.00	$15,000.00	$ 15,000.00	$ 2,239.10	$ 2,239.10
9.7	45kVA, 480/120-208, 3-Phase, Dry Type Transformer Material and Labor	1	EA	$ 11,832.00	$ 11,832.00	$ 20,000.00	$ 20,000.00	$ 18,785.67	$ 18,785.67	$ 7,299.96	$ 7,299.96	$ 14,378.00	$ 14,378.00	$ 8,255.56	$ 8,255.56	$ 7,956.00	$ 7,956.00	$ 16,149.19	$ 16,149.19	$ 9,600.00	$ 9,600.00	$35,000.00	$ 35,000.00	$15,000.00	$ 15,000.00	$ 6,392.85	$ 6,392.85
9.8	Trenching for Electrical	1325	LF	$ 23.25	$ 30,806.25	$ 10.00	$ 13,250.00	$ 14.18	$ 18,788.50	$ 27.69	$ 36,689.25	$ 30.00	$ 39,750.00	$ 11.81	$ 15,648.25	$ 12.00	$ 15,900.00	$ 7.31	$ 9,685.75	$ 9.00	$ 11,925.00	$ 45.00	$ 59,625.00	$ 17.00	$ 22,525.00	$ 36,991.93	$ 49,014,307.25
	SUBTOTAL				**$ 107,775.14**		**$ 109,952.00**		**$ 150,255.36**		**$ 94,926.17**		**$ 134,970.00**		**$ 112,093.14**		**$ 194,689.00**		**$ 118,045.57**		**$ 210,079.80**		**$ 257,353.00**		**$ 289,317.00**		**$ 322,807,959.32**
10	LANDSCAPE																										
10.1	BERMUDA GRASS (SOD)	1500	SY	$ 5.86	$ 8,790.00	$ 19.50	$ 29,250.00	$ 7.49	$ 11,235.00	$ 5.78	$ 8,670.00	$ 16.00	$ 24,000.00	$ 14.64	$ 21,960.00	$ 10.00	$ 15,000.00	$ 6.46	$ 9,690.00	$ 12.00	$ 18,000.00	$ 15.00	$ 22,500.00	$ 7.00	$ 10,500.00	$ 4,485.00	$ 6,727,500.00
	SUBTOTAL				**$ 8,790.00**		**$ 29,250.00**		**$ 11,235.00**		**$ 8,670.00**		**$ 24,000.00**		**$ 21,960.00**		**$ 15,000.00**		**$ 9,690.00**		**$ 18,000.00**		**$ 22,500.00**		**$ 10,500.00**		**$ 6,727,500.00**
11	IRRIGATION																										
11.1	IRRIGATION ADJUSTMENTS	1	LS	$ 1,873.40	$ 1,873.40	$ 35,000.00	$ 35,000.00	$ 5,930.67	$ 5,930.67	$ 10,160.00	$ 10,160.00	$ 19,500.00	$ 19,500.00	$ 9,682.05	$ 9,682.05	$ 20,808.00	$ 20,808.00	$ 9,689.51	$ 9,689.51	$ 18,000.00	$ 18,000.00	$35,000.00	$ 35,000.00	$75,000.00	$ 75,000.00	$ 5,150.00	$ 5,150.00
	SUBTOTAL				**$ 1,873.40**		**$ 35,000.00**		**$ 5,930.67**		**$ 10,160.00**		**$ 19,500.00**		**$ 9,682.05**		**$ 20,808.00**		**$ 9,689.51**		**$ 18,000.00**		**$ 35,000.00**		**$ 75,000.00**		**$ 5,150.00**
12	AMMENITIES																										
12.1	METAL HANDRAIL	82	LF	$ 347.21	$ 28,471.22	$ 150.00	$ 12,300.00	$ 128.79	$ 10,560.78	$ 123.91	$ 10,160.62	$ 88.00	$ 7,216.00	$ 118.12	$ 9,685.84	$ 233.00	$ 19,106.00	$ 157.55	$ 12,919.10	$ 96.00	$ 7,872.00	$ 245.00	$ 20,090.00	$ 250.00	$ 20,500.00	$ 10,250.00	$ 840,500.00
12.2	STONE VENEER REPAIR	1	LS	$ 14,790.00	$ 14,790.00	$ 7,500.00	$ 7,500.00	$ 24,370.67	$ 24,370.67	$ 22,479.00	$ 22,479.00	$ 13,000.00	$ 13,000.00	$ 9,036.58	$ 9,036.58	$ 14,688.00	$ 14,688.00	$ 10,981.45	$ 10,981.45	$ 12,000.00	$ 12,000.00	$20,000.00	$ 20,000.00	$35,000.00	$ 35,000.00	$ 10,864.80	$ 10,864.80
12.3	RELOCATE BENCHES	2	EA	$ 1,328.79	$ 2,657.58	$ 500.00	$ 1,000.00	$ 3,455.34	$ 6,910.68	$ 952.50	$ 1,905.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-051
SOLICITATION NAME: Old Celina Park Restroom Additions
PROJECT #: P32

Bid Opening Date	8/06/2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1057
Number of Submissions:	13
Number of Non-Responsive Bids:	2
Number of Responsive Bids:	11
Number of No Bids	7
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.

Thirteen responses were received. Upon review, A T Construction and HCI Commercial, were deemed non-responsive. Both vendors failed to provided pricing on all bid items. During the review it was found that during the addendum process a line item, 8.3, should have been removed in its entirety. The item has been removed for all vendors and the bid tab attached to the agenda reflects that change.

The eleven remaining responses were sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	Construction Solutions
Contract Term:	270 calendar days

Ryan Quigley Purchasing Agent	8/20/25
Submitted By	Date

Life Connected.

Strategic Services
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
Date: September 9, 2025

Agenda Item:
Consider and act to adopt a Resolution approving the Fiscal Year 2026 through Fiscal Year 2028 Strategic Plan with City Council's Key Priorities. (Kearney)

Background Information:
The purpose of this item is to approve the FY 2026 through FY 2028 Strategic Plan.

On June 21, 2025, City Council met for its annual strategic planning retreat to collaboratively identify and define the goals and priority objectives that will guide the organization over the next three years. As a part of the discussion, City Council reaffirmed its commitment to the nine goals within the City's Strategic Plan. These are long-term, aspirational goals that describe what the City is striving to be. City staff develops objectives and key results related to each of these goals and meets quarterly to review performance to ensure that progress is made toward achieving each goal. The nine goals are:

- **Be the *Life Connected.* city.** It's more than a motto - it's a guiding principle that shapes how the City governs, serves, and grows. It reflects a commitment to fostering meaningful and lasting relationships with everyone who lives, works, visits, or invests in the Celina community. At its core, *Life Connected.* means creating a city where people feel a strong sense of belonging, purpose, and engagement.
- **Be the unique city.** Celina is committed to creating a vibrant, authentic, and experience-rich community that stands apart from others. This goal is centered on the idea that what makes a city truly special - and ultimately successful - is not just its infrastructure or growth, but the character, culture, and experiences that define everyday life for its people.
- **Be the city of the future connected to the past.** Celina's strength lies in its deep roots and bold vision. This strategic goal acknowledges that our community's past - shaped by forward-thinking leaders, strong values, and a resilient spirit - serves as the foundation for the future being built today. As one of the fastest-growing cities in the country, Celina is

committed to honoring its heritage while intentionally shaping what's ahead through thoughtful and proactive planning. The City makes decisions through a lens of long-term vision, sustainability, adaptability, and resiliency - whether it's forecasting finances, strengthening infrastructure, or evaluating future development.

- **Be the city built on public safety.** Celina has long viewed public safety and emergency services as a core strength. This goal reflects the City's determination to build on that foundation, expanding, evolving, and fortifying public safety services to meet the demands of a rapidly growing population.
- **Be the city of sustainable economic growth.** Economic development is more than just adding businesses - it's about building a foundation for long-term prosperity that benefits everyone in the community. The challenge - and the opportunity - is to guide growth in a way that enhances quality of life and preserves what makes Celina special. Celina's approach emphasizes a balance between economic expansion and community values. That means pursuing developments that generate jobs, expand the tax base, and diversify the local economy. Whether it's a new big box retailer or a mom-and-pop shop, every decision is made with an eye on future sustainability.
- **Be the city built on infrastructure.** Infrastructure is the foundation of a thriving, high-quality community, and in a fast-growing city like Celina, it is essential to keep pace with both current demands and future opportunities. From roads and water systems to drainage, wastewater, and fiber-optic internet, reliable infrastructure supports every aspect of daily life. This strategic goal reflects Celina's commitment to building and maintaining the systems that make our City safe, efficient, and connected.
- **Be the city of small business.** Small businesses are more than storefronts - they are the heartbeat of Celina. This strategic goal acknowledges that small businesses are not just important to Celina's identity - they are essential to long-term economic sustainability and the vibrancy of everyday life in Celina. Supporting small businesses means creating an environment that enables entrepreneurs to start, grow, and thrive. Decisions around planning, zoning, and economic incentives are made with an understanding of the unique needs and challenges small businesses face, ensuring they have a seat at the table and the support they need to succeed.
- **Be the city that shares our story.** Every community has a story to tell - and Celina's is one of tradition, growth, and a strong sense of place. This strategic goal emphasizes the importance of communicating who we are, what we value, and where we're headed. Transparency is at the heart of this goal. A well-informed community is one that feels included, empowered, and more likely to participate in civic life. That's why the City prioritizes open communication, accessible information, and frequent updates on decisions, initiatives, and progress. Sharing the community's story consistently and authentically helps build civic pride, strengthen identity, and foster a deeper connection between the City and its residents.
- **Be the city of servant leaders.** At the heart of Celina's culture is a deep-rooted spirit of service - a tradition of neighbors helping neighbors and a community that leads with compassion, humility, and purpose. This strategic goal builds on that legacy by reaffirming the City's commitment to selfless service at every level, from city staff and leadership to residents and local businesses. It reflects the belief that authentic leadership stems from prioritizing others and fostering a culture where service is not just expected, but celebrated.

Within the context of these nine goals, City Council also identified 11 Council Priority Objectives. These objectives represent the City Council's highest priorities and are intended to provide clear

direction to City staff as they execute day-to-day operations and long-term initiatives. They serve as a focused framework that complements and reinforces the broader goals. City Council's Priority Objectives for the FY 2026 - FY 2028 Strategic Plan are:

- Prioritize the reconstruction of Downtown roads in the five-year Capital Improvement Plan.
- Prioritize the completion of all phases of Ousley Park.
- Implement a comprehensive, five-year maintenance program for all City assets.
- Expand access to water resources through multiple initiatives.
- Develop a comprehensive water conservation plan.
- Focus on the top priority projects from the Economic Development Corporation (EDC) Strategic Framework – open-air retail, Downtown, western heritage development, and stadium-anchored mixed-use.
- Evaluate and implement Local Business Support Program action items.
- Evaluate proposed development along the Dallas North Tollway (DNT) corridor based on the DNT Overlay standards, particularly in the high-rise zone.
- Examine and propose tools to preserve the historical character of the residential areas of Downtown.
- Develop a comprehensive program for arts and culture, including funding and key projects.
- Promote civic pride amongst residents and businesses.

Together, these goals and objectives reflect the collective vision and priorities of the City's leadership, ensuring that resources, policies, and efforts are aligned to support sustainable growth, operational excellence, and a high quality of life. City staff will use City Council's Priority Objectives and the nine goals of the Strategic Plan as a guide to direct resource allocation and day-to-day operations.

City staff will report progress on objectives and key results for the Strategic Plan Goals and for Council's Priority Objectives in the form of publicly accessible dashboards that will be updated quarterly.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution Approving the FY 2026-2028 Strategic Plan
3. Strategic Plan FY 2026-2028

Financial Consideration:
City staff will recommend budget and capital allocations in accordance with City Council's key priorities.

Staff Recommendation:
Staff recommends approval.

FY 2026 – FY 2028 STRATEGIC PLAN

City Council Meeting
September 9, 2025



BACKGROUND

- City Council met on June 21, 2025 for the annual Strategic Planning Retreat
  - Discussed SWOT analysis
  - Reviewed progress on prior goals and objectives
  - Identified future goals and objectives

SWOT ANALYSIS

Strengths

- Location – DNT, Preston Rd, Outer Loop
- High quality of life
- High-quality schools – Celina and Prosper ISDs
- Strong median household income and home values
- Public safety

Weaknesses

- Limited commercial development
- Reliance on one-time development fees
- Growth's strain on infrastructure
- Growth's strain on services
- Aging infrastructure Downtown
- Tax rate in comparison to more developed cities

Opportunities

- Commercial development – Walmart, Lowe's, Home Depot, Costco, Methodist Hospital
- DNT corridor development – key locations like DNT and Outer Loop
- Downtown enhancements
- Significant infrastructure projects to enhance quality of life
- Large land area
- Land banking

Threats

- Access to long-term water sources
- National and state economy
- National and state regulations
- Competition with other fast-growth areas in DFW
- Downtown redevelopment challenges

STRATEGIC PLAN GOALS

- City Council affirmed the current Strategic Plan Goals as the guiding direction for the City for FY 2026 – FY 2028
  1. **Be the *Life Connected*. city.** It's more than a motto - it's creating a city where people feel a strong sense of belonging, purpose, and engagement.
  2. **Be the unique city.** Celina is committed to creating a vibrant, authentic, and experience-rich community that stands apart from others.
  3. **Be the city of the future connected to the past.** As one of the fastest-growing cities in the country, Celina is committed to honoring its heritage while intentionally shaping what's ahead through thoughtful and proactive planning.
  4. **Be the city built on public safety.** Celina has long viewed public safety and emergency services as a core strength. This goal reflects the City's determination to build on that foundation, expanding, evolving, and fortifying public safety services to meet the demands of a rapidly growing population.

STRATEGIC PLAN GOALS

5. **Be the city of sustainable economic growth.** Economic development is more than just adding businesses - it's about building a foundation for long-term prosperity that benefits everyone in the community.
6. **Be the city built on infrastructure.** From roads and water systems to drainage, wastewater, and fiber-optic internet, reliable infrastructure supports every aspect of daily life. This strategic goal reflects Celina's commitment to building and maintaining the systems that make our City safe, efficient, and connected.
7. **Be the city of small business.** Supporting small businesses means creating an environment that enables entrepreneurs to start, grow, and thrive.
8. **Be the city that shares our story.** Transparency is at the heart of this goal. A well-informed community is one that feels included, empowered, and more likely to participate in civic life.
9. **Be the city of servant leaders.** The City remains committed to selfless service at every level, from city staff and leadership to residents and local businesses.

CITY COUNCIL'S PRIORITY OBJECTIVES

- Within the framework of the Strategic Plan goals, City Council also identified 11 Priority Objectives for the City to focus on for next three years.
  - Areas of particular importance and focus

- **Priority Objectives:**
  - Prioritize the reconstruction of Downtown roads in the five-year Capital Improvement Plan.
  - Prioritize the completion of all phases of Ousley Park.
  - Implement a comprehensive, five-year maintenance program for all City assets.
  - Expand access to water resources through multiple initiatives.
  - Develop a comprehensive water conservation plan.
  - Focus on the top priority projects from the Economic Development Corporation (EDC) Strategic Framework – open-air retail, Downtown, western heritage development, and stadium-anchored mixed-use.

CITY COUNCIL'S PRIORITY OBJECTIVES

- **Priority Objectives (continued):**
  - Evaluate and implement Local Business Support Program action items.
  - Evaluate proposed development along the Dallas North Tollway (DNT) corridor based on the DNT Overlay standards, particularly in the high-rise zone.
  - Examine and propose tools to preserve the historical character of the residential areas of Downtown.
  - Develop a comprehensive program for arts and culture, including funding and key projects.
  - Promote civic pride amongst residents and businesses.

TRACKING PROGRESS

- Staff will identify key results to make progress toward accomplishing each Council Priority Objective
- Staff will identify objectives and key results to make progress toward accomplishing each strategic goal
- Progress will be tracked and reported quarterly through public dashboards

QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FISCAL YEAR 2026 THROUGH FISCAL YEAR 2028 STRATEGIC PLAN INCLUDING CITY COUNCIL'S PRIORITY OBJECTIVES.

WHEREAS, the City of Celina ("City") is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City is committed to effective, transparent, and accountable governance that meets the evolving needs of its residents and stakeholders; and

WHEREAS, strategic planning is a best practice for guiding municipal operations, aligning departmental goals, and ensuring the efficient allocation of resources; and

WHEREAS, City Council met on June 21, 2025 for the annual strategic planning retreat to review and discuss the City's goals and objectives.

WHEREAS, the FY 2026–2028 Strategic Plan outlines the City's mission, vision, core values, strategic priorities, and measurable objectives to guide decision-making and operational priorities over the next three fiscal years; and

WHEREAS, the Strategic Plan includes 11 City Council Priority Objectives as areas of particular focus for City staff during the next three years; and

WHEREAS, the City Council has reviewed the proposed Strategic Plan and finds it to be in the best interest of residents, businesses, and stakeholders.

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 adopts and approves the Fiscal Year (FY) 2026 through FY 2028 Strategic Plan attached as EXHIBIT A.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. 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 9th DAY OF SEPTEMBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2026 – FY 2028 Strategic Plan


CELINA
TEXAS
EST. 1876
Life Connected.
TEXAS
EST 1876
STRATEGIC PLAN
2026 - 2028

Letter from the Mayor

RYAN TUBBS





Above: Celina's Downtown Square in 1940. Life was and continues to be in full swing on the Square.

Past, Present, and Future

SINCE CELINA'S EARLIEST DAYS, strategic planning has been incorporated into our hometown's way of living. In 1910, when J. Fred Smith carefully and methodically architected a plan to develop a Downtown Square for merchant trade and community gatherings, little did he know the impact that this crown jewel of Downtown Celina would still have today. Whether shopping, dining, attending a concert, or enjoying an outdoor movie, residents today reap the benefit of Smith's strategic planning, over a century later.

I am pleased for you to know that over a century later, Celina is still diligently planning for tomorrow. Thank you for taking the time to read our 2026-28 Strategic Plan, so that you may quickly see why Celina is one of the most attractive cities in North Texas. Whether you are one of our legacy families or you have lived here just a short while, I hope every page will excite you, as you learn more about the past, present, and future of Celina.

Since our last Strategic Plan was released, our community has been marked by record growth, with thousands of people moving here and dozens of businesses opening to serve the community. The following pages will show you how the growth we are experiencing has been planned for carefully, and you will also see how we continue to measure the expansion against critical milestones that will guard the charm of our community for generations to come.

Most important to these exciting days in Celina is the expansion of our public safety facilities, equipment, and personnel. As new public safety facilities are currently under construction, the City is committed to staying ahead of the growth with our strong and respected departments. Our fire, police, and paramedic personnel are some of the finest people who sacrifice daily for the safety and well-being of our residents. We will continue to fund and build these departments to meet their every need as our population increases.

Another critical component of this plan is the necessary infrastructure maintenance and expansion. Our City staff work tirelessly to update our existing infrastructure and add new infrastructure where it is needed. I am confident that their work to expand our roads, water service, and other necessary components will make living and working in Celina a rich and pleasant lifestyle.

You will also see exciting plans for our parks and trails, the Downtown Square and surrounding area, and events and festivals that reflect and celebrate our unique culture. In order to guarantee that our *Life Connected.* culture can remain intact across the coming decades, these critical areas must continue to grow and expand with opportunities for our residents, neighbors, and friends to gather and get the most out of living and raising families here.

MEET CELINA'S

City Council

I am committed, through all of these vast plans and efforts, to guard and honor the bold and beloved heritage that has been handed to us from generations before ours. The vision and values of Celina remain, and they will forever be cherished and esteemed as we grow forward, together. The bricks of our historic Downtown Square, the lights of our iconic Water Tower, the comradery of our homecoming parade, and the fellowship we share when Celina people gather together represent the heart and soul of who we are and will carry us to where we are going. I am glad you are on this journey with us, and I am proud to serve as we go forward.



Home-Rule Municipality

Celina is a "Home-Rule Municipality," governed by a Mayor and City Council who are elected by the residents. Since its establishment in 1876, Celina residents have elected representatives to achieve City goals and enhance their quality of life. Acting together, the Mayor and City Council adopt all ordinances and resolutions and determine the general goals and policies for the City. The City's mission of preserving its agricultural heritage, providing excellent public safety, and an extraordinary quality of life are all key factors in each decision.



Philip Ferguson
PLACE 1



Eddie Cawlfield
MAYOR PRO TEM, PLACE 2



Andy Hopkins
PLACE 3



Wendie Wigginton
PLACE 4



Mindy Koehne
PLACE 5



Brandon Grumbles
DEPUTY MAYOR PRO TEM, PLACE 6



25 YEAR GOAL

OUR MISSION

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

The Strategic Plan for the City of Celina was originally adopted by City Council in 2018. The Strategic Plan has been amended to reflect the growth, vision, and objectives of the City. This Strategic Plan was adopted in September 2025.

THE CITY OF CELINA

CORE VALUES

Excellence

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

Community

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance, and a sense of humor
- We embrace openness, diversity, and inclusion

Integrity

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

Service

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter





Strengths

- Location – Dallas North Tollway, Preston Rd, Outer Loop
- High quality of life
- High-quality schools – Celina and Prosper ISDs
- Strong median household income and home values
- Public Safety

Weaknesses

- Limited commercial development
- Reliance on one-time development fees
- Growth's strain on infrastructure
- Growth's strain on services
- Aging infrastructure Downtown
- Tax rate in comparison to more developed cities

Opportunities

- Commercial development – Walmart, Lowe's, Home Depot, Costco, Methodist Celina Medical Center
- DNT corridor development – key locations like DNT and Outer Loop
- Downtown enhancements
- Significant infrastructure projects to enhance quality of life
- Large land area
- Land banking

Threats

- Access to long-term water sources
- National and state economy
- National and state regulations
- Competition with other fast-growth areas in DFW
- Downtown redevelopment challenges





GUIDING THE FUTURE: CITY COUNCIL'S PRIORITY OBJECTIVES AND STRATEGIC PLAN INTEGRATION

In June 2025, the Celina City Council convened for its Annual Strategic Plan Retreat to collaboratively identify and define the key objectives that will guide the organization over the next several years. These Priority Objectives represent the City Council's highest priorities and are intended to provide clear direction to City staff as they execute day-to-day operations and long-term initiatives.

The City Council's Priority Objectives serve as a focused framework that complements and reinforces the broader goals outlined in the City of Celina's Strategic Plan for Fiscal Years 2026 - 2028. Together, these Priority Objectives reflect the collective vision and priorities of the City's leadership, ensuring that resources, policies, and efforts are aligned to support sustainable growth, operational excellence, and community well-being.

As Celina continues to experience dynamic transformation, the alignment between the City Council's Priority Objectives and the Strategic Plan will be critical to maintaining a high standard of service, supporting infrastructure needs, and enhancing the overall quality of life for residents and businesses alike.

City Council's Priority Objectives



The City Council's Strategic Plan serves as a guiding framework to align priorities, inform decision-making, and support the continued growth and vitality of our community. Grounded in thoughtful planning and a clear vision for the future, this plan reflects the Council's commitment to investing in core infrastructure, enhancing quality of life, preserving community character, and fostering a strong local economy.

This document outlines the Council's Priority Objectives, which will help shape policy direction, guide resource allocation, and ensure that City initiatives are responsive to both current needs and future opportunities. Through a balanced approach to growth, preservation, and innovation, the Strategic Plan aims to strengthen the foundation for long-term success and civic pride.

By focusing on key areas such as infrastructure, development standards, economic development, water resources, historical preservation, and cultural enrichment, the City Council is laying the groundwork for a resilient, connected, and vibrant future.

- Prioritize the reconstruction of Downtown roads in the five-year Capital Improvement Plan.
- Prioritize the completion of all phases of Ousley Park.
- Expand access to water resources through multiple initiatives.
- Focus on the top priority projects from the Economic Development Corporation (EDC) Strategic Framework – open-air retail, Downtown, western heritage development, and stadium-anchored mixed-use.
- Evaluate proposed development along the Dallas North Tollway (DNT) corridor based on the DNT Overlay standards, particularly in the high-rise zone.
- Develop a comprehensive water conservation plan.
- Examine and propose tools to preserve the historical character of the residential areas of Downtown.
- Promote civic pride amongst residents and businesses.
- Develop a comprehensive program for arts and culture, including funding and key projects.
- Evaluate and implement Local Business Support Program action items.
- Implement a comprehensive, five-year maintenance program for all City assets.

STRATEGIC PLAN GOAL #1:

BE THE *LIFE CONNECTED.* CITY

The City of Celina's vision to "Be the *Life Connected.* City" is more than a motto - it is a guiding principle that shapes how we govern, serve, and grow. This strategic goal reflects our commitment to fostering meaningful and lasting relationships with everyone who lives, works, visits, or invests in our community. At its core, "*Life Connected.*" means creating a City where people feel a strong sense of belonging, purpose, and engagement.

To achieve this goal, the City is focused on developing authentic connections across every level of the organization and the community. This includes making thoughtful policy decisions that reflect the values and long-term interests of our residents, ensuring inclusive and transparent governance that invites public participation, and actively developing partnerships that enhance community vitality and economic stability.

Decisions made under this strategic goal are not transactional - they are relational. Whether it's how we design public spaces, support local events, communicate with the public, or plan for new development, every action is guided by the question: Does this decision strengthen the community's connection to Celina? This approach ensures that investments in infrastructure, programs, and services are made with a long-term vision and a people-first mindset.

By prioritizing trust, collaboration, and engagement, the City is intentionally building a community where residents and stakeholders are not only heard but also feel personally connected to the City's success and spirit, today and into the future.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Prioritize the reconstruction of Downtown Roads in the five-year Capital Improvement Plan.
- Prioritize the completion of all phases of Ousley Park.
- Examine and propose tools to preserve the historical character of the residential areas of Downtown.
- Promote civic pride amongst residents and businesses.
- Develop a comprehensive program for arts and culture, including funding and key projects.



STRATEGIC PLAN GOAL #2:

BE THE UNIQUE CITY

The strategic goal to "Be the Unique City" reflects Celina's commitment to creating a vibrant, authentic, and experience-rich community that stands apart from others. This goal is centered on the idea that what makes a city truly special - and ultimately successful - is not just its infrastructure or growth, but the character, culture, and experiences that define everyday life for its people.

To be a top experiential City, Celina intentionally integrates tourism, arts, culture, heritage, signature events, and placemaking into the core of its identity. These elements are not treated as secondary or seasonal - they are embedded into how we design public spaces, develop policy, allocate resources, and engage with our residents and stakeholders. Whether through special events that celebrate our community's spirit, public art that tells our story, or thoughtful design that creates places where people want to gather, the goal is to make every corner of Celina memorable and meaningful.

Decisions tied to this goal are made with a strong emphasis on creativity, community engagement, and lasting impact. It also means placing value on authenticity over replication, ensuring that what we build, promote, and celebrate is distinctly Celina.

By creating an environment where culture and connection thrive, Celina positions itself not only as a place to live or do business, but also as a destination. A City where residents feel at home, visitors are inspired, and businesses become part of something greater than just a location. This strategic goal ensures that as we grow, we remain deeply rooted in what makes us distinct, dynamic, and uniquely ourselves.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Prioritize the completion of all phases of Ousley Park.
- Examine and propose tools to preserve the historical character of the residential areas of Downtown.
- Promote civic pride amongst residents and businesses.
- Develop a comprehensive program for arts and culture, including funding and key projects.



STRATEGIC PLAN GOAL #3:

BE THE CITY OF THE FUTURE CONNECTED TO THE PAST

Celina's strength lies in its deep roots and bold vision. This strategic goal acknowledges that our community's past - shaped by forward-thinking leaders, strong values, and a resilient spirit - serves as the foundation for the future we are building today. As one of the fastest-growing cities in the country, Celina is committed to honoring its heritage while planning thoughtfully and proactively for what's ahead.

This goal is not just about managing growth - it's about intentionally shaping it. The City makes decisions through a lens of long-term vision, sustainability, and adaptability. This includes anticipating challenges before they arise, integrating community feedback and data to inform our direction, and ensuring that every policy or project aligns with Celina's long-term goals. Resiliency and preparedness are core to this effort, whether we're forecasting finances, strengthening infrastructure, or evaluating future development.

By investing in strong systems, strategic planning, and collaborative partnerships, Celina is creating a framework that supports a high quality of life - now and for future generations. This commitment allows the City to grow responsibly while staying connected to the traditions, character, and values that continue to define and distinguish Celina.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Prioritize the completion of all phases of Ousley Park.
- Examine and propose tools to preserve the historical character of the residential areas of Downtown.
- Implement a comprehensive, five-year maintenance program for all City assets.
- Prioritize the reconstruction of Downtown roads in the five-year Capital Improvement Plan.



STRATEGIC PLAN GOAL #4:

BE THE CITY BUILT ON PUBLIC SAFETY

Safety and security are at the heart of a thriving community. In Celina, we recognize that a strong sense of safety is not only a fundamental human need, but it's also a key driver of quality of life, community trust, and long-term investment. This strategic goal underscores our commitment to ensuring that as our City grows, so does our capacity to protect and serve every resident, visitor, and business.

Celina has long viewed public safety and emergency services as one of our core strengths. This goal reflects our determination to build on that foundation, expanding, evolving, and fortifying our public safety infrastructure to meet the demands of a rapidly growing population.

A commitment to proactive planning and sustained investment guides our decisions, which include scaling our police, fire, EMS, and emergency management teams in tandem with the City's growth and providing them with the necessary tools, training, and facilities to serve effectively. We're also embracing modern technology to enhance response times and emergency coordination, while building stronger relationships between public safety teams and the community through increased engagement, transparency, and outreach.

In addition, our approach includes thoughtful emergency planning and preparedness to ensure we're ready for the unexpected, whether it's a natural disaster, public health event, or infrastructure challenge. To "Be the City Built on Public Safety" means safety is more than a department - it's a community value that shapes how we grow, plan, and serve.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Promote civic pride amongst residents and businesses.
- Implement a comprehensive, five-year maintenance program for all City assets.



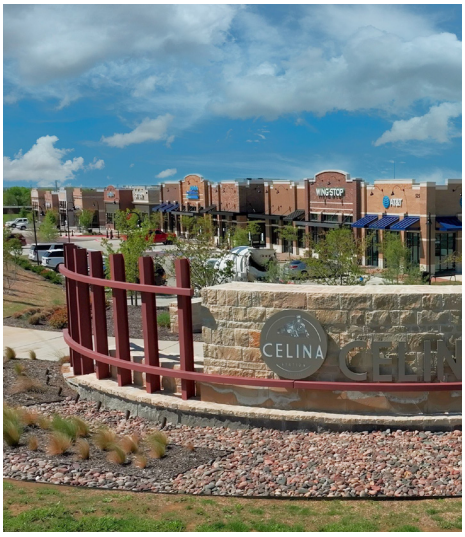
STRATEGIC PLAN GOAL #5:

BE THE CITY OF SUSTAINABLE ECONOMIC GROWTH

Economic development is more than just adding businesses - it's about building a foundation for long-term prosperity that benefits everyone in the community. With 78 square miles of developable land and a prime location in the heart of North Texas, Celina is uniquely positioned to attract a diverse range of industries, commercial hubs, and entrepreneurial ventures. The challenge - and the opportunity - is to guide this growth in a way that enhances quality of life and preserves what makes Celina special.

This strategic goal focuses on growing with purpose. Celina's approach emphasizes a balance between economic expansion and community values. That means pursuing developments that generate jobs, expand the tax base, and diversify the local economy. Whether it's a new big box retailer or a mom-and-pop shop, every decision is made with an eye on future sustainability.

To "Be the City of Sustainable Economic Growth" means investing in a future where business success, community pride, and a high quality of life go hand in hand. It's about creating an environment where families can thrive, small businesses can grow, and the City's economic health supports a vibrant, well-rounded community for generations to come. Growth is not just about what we build - it's about how we build it, and who benefits from it.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Focus on the top priority projects from the Economic Development Corporation's (EDC) Strategic Framework – open-air retail, Downtown, western heritage development, and stadium-anchored mixed-use.
- Evaluate proposed developments along the Dallas North Tollway (DNT) corridor based on the DNT Overlay standards, particularly in the high-rise zone.
- Evaluate and implement Local Business Support Program action items.



STRATEGIC PLAN GOAL #6:

BE THE CITY BUILT ON INFRASTRUCTURE

Infrastructure is the foundation of a thriving, high-quality community, and in a fast-growing city like Celina, it is essential to keep pace with both current demands and future opportunities. From roads and water systems to drainage, wastewater, and fiber-optic internet, reliable infrastructure supports every aspect of daily life. This strategic goal reflects Celina's commitment to building and maintaining the systems that make our City safe, efficient, and connected.

With growth comes the challenge of limited resources and increasing demand. That's why Celina takes a pragmatic, forward-thinking approach to infrastructure planning and investment. Decisions are made with long-term sustainability in mind, prioritizing projects based on data, community needs, and financial responsibility. Whether expanding commuter infrastructure or upgrading utilities, the City focuses on solutions that are scalable, cost-effective, and designed to serve residents for decades to come.

Being a "City Built on Infrastructure" also means planning for resilience. Celina is committed to integrating future-ready technologies, anticipating environmental challenges, and collaborating with regional partners to ensure innovative and lasting solutions. These efforts help reduce long-term costs, minimize disruptions, and improve the quality of life for all who live and work in our community. Through this strategic goal, Celina is laying a strong foundation for a sustainable and prosperous future.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Prioritize the reconstruction of Downtown roads in the five-year Capital Improvement Plan.
- Expand access to water resources through multiple initiatives.
- Develop a comprehensive water conservation plan.
- Implement a comprehensive, five-year maintenance program for all City assets.



STRATEGIC PLAN GOAL #7:

BE THE CITY OF SMALL BUSINESS

Small businesses are more than storefronts - they are the heartbeat of Celina. From our historic Downtown shops to locally-owned service providers and family-run restaurants, these businesses help define the character, culture, and daily experience of our community. This strategic goal acknowledges that small businesses are not just important to our identity - they are essential to our long-term economic sustainability and the vibrancy of everyday life in Celina.

Supporting small businesses means creating an environment that enables entrepreneurs to start, grow, and thrive. The City takes a proactive approach to supporting this growth by investing in infrastructure, streamlining permitting processes, promoting local shopping, and maintaining a business-friendly atmosphere. Decisions around planning, zoning, and economic incentives are made with an understanding of the unique needs and challenges small businesses face, ensuring they have a seat at the table and the support they need to succeed.

To "Be the City of Small Business" is to recognize that our local economy is strongest when it is diverse, community-centered, and resilient. Whether through partnerships, events, or long-term planning efforts, the City is committed to celebrating and sustaining the small businesses that make Celina a place where people want to live, work, and play. This goal reinforces the idea that when small businesses thrive, our entire community benefits.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Focus on the top priority projects from the Economic Development Corporation's (EDC) Strategic Framework – open-air retail, Downtown, western heritage development, and stadium-anchored mixed-use.
- Evaluate and implement Local Business Support Program action items.



STRATEGIC PLAN GOAL #8:

BE THE CITY THAT SHARES OUR STORY

Every community has a story to tell - and Celina's is one of tradition, growth, and a strong sense of place. This strategic goal emphasizes the importance of communicating who we are, what we value, and where we're headed. From the words we speak and the messages we publish to the public projects we undertake, every action is an opportunity to tell the story of Celina. Sharing that story consistently and authentically helps build civic pride, strengthen our identity, and foster a deeper connection between the City and its residents.

Transparency is at the heart of this goal. A well-informed community is one that feels included, empowered, and more likely to participate in civic life. That's why the City prioritizes open communication, accessible information, and frequent updates on decisions, initiatives, and progress. Whether it's through newsletters, public meetings, digital platforms, or physical improvements across the city, every effort is made to ensure that residents not only know what's happening but also understand the "why" behind it.

To "Be the City that Shares Our Story" also means recognizing that communication is a two-way street. This goal encourages ongoing dialogue between the City and the community, where feedback is welcomed, voices are heard, and residents are active contributors to the story we're telling together. By investing in clear, inclusive, and engaging communication, Celina is building a culture of transparency, trust, and shared purpose - one story at a time.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Promote civic pride amongst residents and businesses.



STRATEGIC PLAN GOAL #9:

BE THE CITY OF SERVANT LEADERS

At the heart of Celina's culture is a deep-rooted spirit of service - a tradition of neighbors helping neighbors and a community that leads with compassion, humility, and purpose. This strategic goal builds on that legacy by reaffirming the City's commitment to selfless service at every level, from City staff and leadership to residents and local businesses. It reflects the belief that authentic leadership stems from prioritizing others and fostering a culture where service is not just expected, but celebrated.

As part of this goal, the City is focused on expanding opportunities for volunteerism and community involvement. Whether through special events, boards and commissions, neighborhood initiatives, or partnerships with local nonprofits, we aim to empower residents and businesses to give back in meaningful ways. Volunteerism is not only a way to strengthen our community - it's also a way to foster connection, pride, and shared responsibility for Celina's continued success.

Internally, this goal drives the City's ongoing efforts to build a team of servant leaders dedicated to delivering high-quality, responsive customer service. Every interaction - with a resident, a business owner, or a visitor - is viewed as an opportunity to serve with integrity and care. From how we respond to questions to how we develop policy, decisions are guided by a commitment to listening, understanding, and acting in the best interest of those we serve. By embodying the principles of servant leadership, Celina is cultivating a government that leads with heart and prioritizes people.







NAVIGATING THE PATH FORWARD: *WHERE VISION MEETS ACTION*

- Promote civic pride amongst residents and businesses.





Life Connected.

Life Connected.

Strategic Services
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
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel. (Kearney)

Background Information:
The purpose of this item is to approve a rate increase for Atmos customers in Celina based on the negotiated settlement between the Atmos Cities Steering Committee and Atmos.

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December

31, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

Type	Average Bill	Comparison to RRM Cities
RRM Cities	$54.68	-
DARR	$58.57	($3.89)
ATM Cities	$57.39	($2.71)

Environs	$55.96	($1.28)

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

Legal Review:

This item has been reviewed by legal counsel for the Atmos Cities Steering Committee.

Supporting Documents:

1. Staff Presentation
2. Settlement Resolution
3. Attachment 1 - Tariffs
4. Attachment 2 - Pension Benchmark
5. Average Bill

Financial Consideration:
This item sets gas rates for Atmos customers in Celina.

Staff Recommendation:
Staff recommends approval.

ATMOS RATE SETTLEMENT

City Council Meeting
September 9, 2025



SUMMARY

- The City is a member of the Atmos Cities Steering Committee (ACSC)
- Atmos filed a rate increase request on or about April 1, 2025
- ACSC evaluated the request and began settlement meetings on behalf of member cities
- Proposed settlement:
  - Average residential rate increase of $7.83 per month or 9.27%
  - Average commercial rate increase of $25.73 per month or 6.56%
- Settlement must be adopted by October 1
- New rates become effective October 1
- ACSC recommends approval by all member cities
- Staff recommends approval

QUESTIONS?

RESOLUTION 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Celina, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

SECTION 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS THE 9TH DAY OF SEPTEMBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 42.1 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 22.95	$ 23.65	$ 22.95	$ 23.65	$ 0.70	
4	Consumption Charge (Ccf)	42.1	$ 0.58974	$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				$ 47.75	$ 55.09	$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	$ 0.20875	$ 0.20875	$ 8.78	$ 8.78	$ -	
9	Rider GCR Part B (Ccf)	42.1	$ 0.53838	$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				$ 31.42	$ 31.42	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 79.17	$ 86.51	$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	**Total Residential Average Bill**				**$ 84.49**	**$ 92.33**	**$ 7.83**	**9.27%**
16								
17	**Rate C @ 367.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 81.75	$ 94.00	$ 81.75	$ 94.00	$ 12.25	
20	Consumption Charge (Ccf)	367.6	$ 0.19033	$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				$ 151.72	$ 175.83	$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	$ 0.20875	$ 0.20875	$ 76.74	$ 76.74	$ -	
25	Rider GCR Part B	367.6	$ 0.37860	$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				$ 215.92	$ 215.92	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 367.64	$ 391.75	$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	**Total Commercial Average Bill**				**$ 392.36**	**$ 418.10**	**$ 25.73**	**6.56%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1277 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	$ 0.6553	$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.4799	$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
39	Total Base Rates	1,277			$ 2,424.74	$ 2,829.44	$ 404.69	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	$ 2.07711	$ 2.07711	$ 2,653.03	$ 2,653.03	$ -	
43	Rider GCR Part B (MMBtu)	1,277	$ 0.88986	$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				$ 3,789.63	$ 3,789.63	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 6,214.37	$ 6,619.07	$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	**Total Industrial Average Bill**				**$ 6,632.29**	**$ 7,064.20**	**$ 431.91**	**6.51%**
50								
51	**Rate T at 4534 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.6553	$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	$ 0.4799	$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
57	Total Base Rates	4,534			$ 4,026.89	$ 4,706.67	$ 679.78	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	$ 0.88986	$ 0.88986	$ 4,034.96	$ 4,034.96	$ -	
61	Total Gas Cost				$ 4,034.96	$ 4,034.96	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 8,061.85	$ 8,741.63	$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	**Total Transportation Average Bill**				**$ 8,604.01**	**$ 9,329.51**	**$ 725.50**	**8.43%**

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC, for event production for Beware! of the Square for an amount not to exceed $130,271.39. (Monaco)

Background Information:

The City of Celina is requesting approval to enter into a Work Authorization with B-Weiss Entertainment Group, LLC for the provision of event infrastructure services required for its upcoming Beware! of the Square event. This Work Authorization outlines the scope of services to be provided in accordance with the Master Agreement for contractor services between the City of Celina and B-Weiss Entertainment Group, LLC.

The approved scope includes the following infrastructure elements:

- Décor
- Shuttle Service/Management
- Janitorial Service
- Barricades/Traffic Control Material
- Kid Zone/Entertainment Programming/Event Activities
- Light Towers
- Fencing

- Heavy Equipment and Event Rentals
- Golf Carts
- Generators/Advance Electrical
- Event/Stage/Labor
- Cirque De Beware
- AutoCAD Mapping & Booth Marking
- Site Crew

This Work Authorization ensures that B-Weiss Entertainment Group, LLC will perform all required services in accordance with these specifications. Any modifications or adjustments to the scope of work will be documented and mutually agreed upon in writing by both the City of Celina and B-Weiss Entertainment Group, LLC, before implementation. Approval of this Work Authorization is necessary to proceed with the creation of a purchase order, which will not exceed the estimated cost provided by B-Weiss Entertainment Group, LLC. This process ensures timely and cost-effective delivery of all event infrastructure elements while allowing for necessary adjustments as event details are finalized.

The City maintains an executed Master Agreement for Professional Services with this firm for on-call services. Council authorized the agreement in 2023 for a period of five years.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Work Authorization

Financial Consideration:
Funding is available through 102-114-000-6751. 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 for Beware! of the Square



Joe Monaco
Director of Marketing & Communications
September 9, 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 Beware! of the Square.

- 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 Beware! of the Square.

- Event infrastructure includes: Décor, Shuttle Service/Management, Janitorial Service, Barricades/Traffic Control Material, Kid Zone/Entertainment Programming/Event Activities, Light Towers, Fencing, Heavy Equipment and Event Rentals, Golf Carts, Generators/Advance Electrical, Event/Stage/Labor, Cirque De Beware, AutoCad Mapping & Booth Marking, and Site Crew

- 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:	Beware! of the Square 2025		
Work Authorization #		**Purchase Order#:**	
Contractor Representative:	Morris Taylor	**Owner Representative:**	

INVOICE SUBMITTAL

Invoice Instructions: **Electronic Submission is preferred.**	Email to:	accountspayable@celina-tx.gov & **events@celina-tx.gov**
	Mail to:	City of Celina Accounts Payable 142 N. Ohio 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

Morris Taylor HEAD ACCOUNTING & FINANCE

Printed Name & Title

8/19/25

Date

Event Name: Beware! of the Square

Event Date: Saturday, October 25, 2025

Work Authorization Budget: 130,271.39

Scope of Work:

- Décor
- Shuttle Service/Management
- Janitorial Service
- Barricades/Traffic Control Material
- Kid Zone/Entertainment Programming/Event Activities
- Light Towers
- Fencing
- Heavy Equipment and Event Rentals
- Golf Carts
- Generators/Advance Electrical
- Event/Stage/labor
- Cirque De Beware
- AutoCad Mapping & Booth Marking
- Site Crew

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

Estimate 1597

DATE 07/15/2025

EXPIRATION DATE 07/31/2025

SHIP DATE
10/25/2025

TRACKING NO.
Beware! of the Square 10/25/25

ITEM	QTY	RATE	AMOUNT
Site Crew	1	1,600.00	1,600.00
Janitorial Service	1	4,750.00	4,750.00
Golf Carts	1	3,960.00	3,960.00
Light Towers, Heavy Equipment - (1) 5K Fork Lift, UTV + Final Fuel	1	8,559.01	8,559.01
8’ x 30" Banquet Table	18	12.50	225.00
8’ x 18" Conference Table	6	15.50	93.00
8’ Plastic Kids Table	3	14.00	42.00
Aluminum Bar Shelf	1	32.00	32.00
White & Chrome Folding Chair	70	1.90	133.00
Blue Childrens Chairs	24	2.10	50.40
90" x 156" Black Linen	5	24.00	120.00
Skirt for Bar Shelf	1	15.50	15.50
10’ x 10’ Marquee Tent	1	191.00	191.00
Concrete Weight, 350 lbs.	4	43.00	172.00
Concrete Weight Cover, 350 lbs.	4	23.50	94.00
Halogen Light	1	65.00	65.00
Outdoor Table Clips	1	32.00	32.00
Chrome Stanchion Sign Holder	2	25.00	50.00
Delivery and Afterhours Pick Up	1	1,500.00	1,500.00
Chair Set Up & Tear Down	70	1.25	87.50
Kids Chair Set up & Tear Down	24	1.25	30.00
Linen Set Up & Tear Down	5	2.15	10.75
Table Set Up & Tear Down	24	3.30	79.20
Kids Table Set up & Tear Down	3	3.30	9.90
Damage Waiver	1	197.24	197.24

ITEM	QTY	RATE	AMOUNT
Power - Entire Event	1	28,478.89	28,478.89
Shuttles / Coordinators	1	13,500.00	13,500.00
Street Closure Barricades	1	5,787.50	5,787.50
Bike Rack	600	1.50	900.00
Delivery & Pick up of Bike Rack	1	350.00	350.00
Decorations	1	25,000.00	25,000.00
Supplies - CADS - Expendables	1	500.00	500.00
Kids Attractions - 4PM-8:30PM closure	1	10,254.00	10,254.00
AVL for Cirque Show	1	11,500.00	11,500.00
Cirque Show	1	10,752.50	10,752.50
DJ Neil	1	1,150.00	1,150.00

SUBTOTAL	130,271.39
TAX	0.00
TOTAL	$130,271.39

Accepted By

Accepted Date

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC, for event production for Christmas on the Square for an amount not to exceed $124,442.19. (Monaco)

Background Information:

The City of Celina is requesting approval to enter into a Work Authorization with B-Weiss Entertainment Group, LLC for the provision of event infrastructure services required for its upcoming Christmas on the Square event. This Work Authorization outlines the scope of services to be provided in accordance with the Master Agreement for contractor services between the City of Celina and B-Weiss Entertainment Group, LLC.

The approved scope includes the following infrastructure elements:

- Generators
- Shuttles - Moore & Collin College
- Barricades
- Kids Zone
- Christmas stage/AVL/stage management
- DJ Neil
- Reindeer
- Petting Zoo
- Snow slides
- Decor
- Janitorial
- Heavy equipment/Light Towers/golf carts/labor
- Rentals (tents, tables, etc)
- CAD/booth marking

- Site crew

This Work Authorization ensures that B-Weiss Entertainment Group, LLC will perform all required services in accordance with these specifications. Any modifications or adjustments to the scope of work will be documented and mutually agreed upon in writing by both the City of Celina and B-Weiss Entertainment Group, LLC, before implementation.

Approval of this Work Authorization is necessary to proceed with the creation of a purchase order, which will not exceed the estimated cost provided by B-Weiss Entertainment Group, LLC. This process ensures the timely and cost-effective delivery of all event infrastructure elements while allowing for necessary adjustments as event details are finalized. The City maintains an executed Master Agreement for Professional Services with this firm for on-call services. Council authorized the agreement in 2023 for a period of five years.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Work Authorization

Financial Consideration:

Funding is available through 102-114-000-6758. 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 for Christmas on the Square

Joe Monaco
Director of Marketing & Communications
September 9, 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 Christmas on the Square.

- 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 Christmas on the Square.

- Event infrastructure includes: Generators, Shuttles - Moore & Collin College, Barricades, Kids Zone, Christmas stage/AVL/Stage Management, DJ Neil, Reindeer, Petting Zoo, Snow Slides, Décor, Janitorial, Heavy Equipment/Light Towers/Golf Carts/Labor, Rentals (tents, tables, etc.), CAD/Booth Marking, Site Crew

- 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:	Christmas on the Square 2025		
Work Authorization #		**Purchase Order#:**	
Contractor Representative:	Morris Taylor	**Owner Representative:**	

INVOICE SUBMITTAL

Invoice Instructions: **Electronic Submission is preferred.**	Email to:	accountspayable@celina-tx.gov & **events@celina-tx.gov**
	Mail to:	City of Celina Accounts Payable 142 N. Ohio 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

Morris Taylor HEAD ACCOUNTING + FINANCE

Printed Name & Title

9/19/25

Date

Event Name: Christmas on the Square

Event Date: Wednesday, December 3, 2025

Work Authorization Budget: $124,442.19

Scope of work:

- Generators
- Shuttles - Moore & Collin College
- Barricades
- Kid Zone
- Christmas stage/avl/stage management
- DJ Neil
- Reindeer
- Petting Zoo
- Snow slides
- Décor
- Janitorial
- Heavy equipment/Light Towers/golf carts/labor
- Rentals (tents, tables etc)
- CAD / booth marking
- Site crew

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

Estimate 1608

DATE 08/20/2025

EXPIRATION DATE 09/01/2025

SHIP DATE
12/03/2025

TRACKING NO.
Christmas on the Square 2025

ITEM	QTY	RATE	AMOUNT
Site Crew	1	1,000.00	1,000.00
AVL, Techs, Stage Management, Light Truss - In and Out Same Day	1	9,000.00	9,000.00
Janitorial Service	1	4,000.00	4,000.00
Golf Carts	1	3,120.00	3,120.00
Light Towers, Heavy Equipment - (1) 5K Forklift, UTV + Final Fuel	1	8,559.01	8,559.01
Bike Rack	630	1.50	945.00
Delivery & Pick Up of Bike Rack	1	350.00	350.00
Rentals - Tents, Tables & Chairs	1	7,000.00	7,000.00
Power - Entire Event	1	24,930.68	24,930.68
Shuttles/Coordinators	1	9,000.00	9,000.00
Street Closure Barricades	1	5,787.50	5,787.50
Supplies - CAD - Expendables	1	500.00	500.00
Petting Zoo	1	1,850.00	1,850.00
Reindeer	1	5,000.00	5,000.00
Fauxcades	1	18,000.00	18,000.00
Snow Slide	1	17,000.00	17,000.00
Snow Slide Labor	1	1,250.00	1,250.00
Kid’s Bounce House Areas	1	6,000.00	6,000.00
DJ Neil	1	1,150.00	1,150.00

SUBTOTAL	124,442.19
TAX	0.00
TOTAL	$124,442.19

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution establishing, selecting, and appointing a 2025 General Obligation (GO) Bond Committee. (Owens)

Background Information:
At the August 12th City Council meeting, Council directed staff to initiate the process of establishing and appointing a General Obligation (GO) Bond Committee in preparation for a potential bond election in May 2026.

This Committee will play a critical role in the bond election planning process. Its primary responsibility is to review proposed projects and recommend which projects should be included in the GO Bond election. The Committee's work will ensure alignment with community priorities and the City's long-term strategic vision.

As part of the selection process:

- Each City Councilmember had the opportunity to submit two (2) appointee names to serve on the committee.
- A public application period was held from August 18th–22nd, via the City's website.
- On August 28, 2025, City staff conducted a random selection process from the applicant pool to select the final three committee positions.

The Resolution for consideration will formally establish the GO Bond Committee and appoint all members, officially launching the committee's work to prepare for the upcoming election.

Bond Committee Meeting Dates:
- Thursday, October 23, 2025
- Thursday, November 6, 2025

- Thursday, November 20, 2025
- Thursday, December 4, 2025
- Thursday, December 11, 2025 (if necessary)

All meetings will begin at 6:00 PM at Fire Station No. 3.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Exhibit - Appointment List

Financial Consideration:
There are no financial considerations at this time.

Staff Recommendation:
Staff recommends approval.

GENERAL OBLIGATION (GO) BOND COMMITTEE RESOLUTION

September 9, 2025



PURPOSE OF GO BOND COMMITTEE

- At the August 12th City Council meeting, Council directed staff to initiate the process of establishing and appointing a General Obligation (GO) Bond Committee in preparation for a potential bond election in May 2026.

- This committee will play a critical role in the GO Bond Election planning process. Its primary responsibility is to review proposed projects and recommend which projects should be included in the GO Bond Election. The committee's work will ensure alignment with community priorities and the City’s long-term strategic vision.

DISCUSSION OF APPOINTMENT OF BOND COMMITTEE

Format: Use Charter Review Commission

- Each Councilmember appoints two (2) individuals.
- Three (3) additional members selected through a random selection process.
- Total: 17 members in the Committee.

TIMELINE

- ~~August 12: Council considers creating a bond committee for May 2026 election.~~
- ~~August 18 – 22: City to post call for random selection participants.~~
- ~~August 25: Council to send appointee names to City Secretary.~~
- ~~August 27: City Secretary to verify appointees.~~
- ~~August 28: Staff to conduct random selection process.~~
- September 9: Officially establishes Committee and appoints members.

APPOINTED MEMBERS

Council Appointees:		
Shari Degan	David Hogue	Ray Tingle
Ryan Samuelson	Amanda Gonzales	Zil Khan
Ben Hangartner	Gage Gibbs	Scott Snellings
Harmoni Hunt	Steve Carey	Ghentry Pace

Councilmember Place 5 Random Selections:	
Andrés Terrazas	Amber Fulton

Random Selection Process:		
Katy Thoele	Daniel Trigo	Kristi King

BOND COMMITTEE MEETING DATES

- Thursday, October 23, 2025
- Thursday, November 6, 2025
- Thursday, November 20, 2025
- Thursday, December 4, 2025
- Thursday, December 11, 2025 (if necessary)

All meetings to begin at 6:00 PM at Fire Station No. 3.

MAY 2026 GENERAL OBLIGATION BOND ELECTION:

GO Bond Committee Appointments: September 2025

GO Bond Committee Meetings: October 2025 – December 2025

City Council

- Bond Committee recommendation to City Council – January 13, 2026 (regular City Council meeting)
- Consider adoption of an Ordinance calling the May 2026 Bond Election – February 10, 2026 (regular City Council meeting)

Election – May 2, 2026

- Last day to register to vote: April 2, 2026
- Notice of election posted: April 10, 2026
- Early Voting begins April 20 - 28, 2026

QUESTIONS?

RESOLUTION NO. 2025-__R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ESTABLISHING, SELECTING, AND APPOINTING A 2025 GENERAL OBLIGATION BOND COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution, the Texas Local Government Code, and its Home Rule Charter ("Charter") and possesses the full power of local self-government; and

WHEREAS, the City Council finds it to be in the best interests of the City to establish a General Obligation (GO) Bond Committee and select and appoint seventeen (17) people to serve on the committee to meet regularly and make recommendations to the City Council for projects.

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

Section 1. Findings Incorporated. That the above findings are hereby true and correct and are incorporated herein in their entirety.

Section 2. Bond Committee Established. The 2025 GO Bond Committee is hereby established and created, and the persons identified in **Exhibit A** attached hereto are hereby selected and appointed by the City Council to the GO Bond Committee. The below persons were selected by each Councilmember and the Mayor selecting two people. An additional three members were selected through a random selection process of applications received. The GO Bond Committee may be terminated or discontinued by the City Council at any time and for any reason, or for no reason, at which time the membership of each then-current member shall terminate.

Section 3. General Obligation (GO) Bond Committee Meetings. The City Council hereby authorizes and directs the 2025 General Obligation (GO) Bond Committee to meet in the evenings on the following dates, or as determined by the City Manager:

Thursday, October 23, 2025

Thursday, November 6, 2025

Thursday, November 20, 2025

Thursday, December 4, 2025

Thursday, December 11, 2025 (if necessary)

The 2025 GO Bond Committee shall review quality of life projects. The recommendations of the GO Bond Committee shall be presented to the City Council for review and consideration no later than January 13, 2026, so that ballot propositions can be drafted and other tasks necessary to comply with the Texas Elections Code and Local Government Code can be timely completed for an election in May 2026, if such election is so ordered by the City Council.

Section 4. Bond Committee Term. The 2025 General Obligation (GO) Bond Committee shall be complete, terminated, and discontinued, upon the submission of its recommendations, if any, to the City Council, unless the City Council provides otherwise. Committee members shall receive no compensation for their service on the Committee.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

2025 General Obligation (GO) Bond Committee Members

Council Appointees:

Shari Degan	David Hogue	Ray Tingle
Ryan Samuelson	Amanda Gonzales	Zil Khan
Ben Hangartner	Gage Gibbs	Scott Snellings
Harmoni Hunt	Steve Carey	Ghentry Pace

Councilmember Place 5 Random Selections:

Andrés Terrazas	Amber Fulton

Random Selection Process:

Katy Thoele	Daniel Trigo	Kristi King

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary, Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act to accept the resignation of Buddy Minett from the Downtown Commission. (Owens)

Background Information:
This item formally accepts Buddy Minett's resignation from the Downtown Commission in accordance with the Boards and Commissions Policy. The City of Celina sincerely appreciates Buddy's service. His time, input, and dedication are truly valued.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

BOARD AND COMMSSION SERVICE

Ashley Owens
September 9, 2025



RESIGNATION OF DOWNTOWN COMMISSION MEMBER

This item formally accepts Buddy Minett's resignation from the Downtown Commission in accordance with the Boards and Commissions Policy.

The City of Celina sincerely appreciates Buddy's service. His time, input, and dedication are truly valued.

QUESTIONS

Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From:
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act to approve the Celina Economic Development Executive Director Amended Employment Agreement. (Ranc)

Background Information:

At the August 5, 2025 meeting, the CEDC Board voted (5–0) to approve the Amended Employment Agreement for the Executive Director.

The amendments include:

- Resetting the effective date to August 2025
- Clarifying and formalizing the performance bonus process with mutually agreed metrics
- Adding a cost-of-living adjustment (COLA) provision beginning in FY26
- Establishing detailed leave accrual and payout rules consistent with City policy

Legal Review:
CEDC Attorney has reviewed.

Supporting Documents:
1. Staff Presentation
2. Executed - Anthony Satarino Employment Agreement_08282025

Financial Consideration:
There are no financial considerations.

Staff Recommendation:

CEDC Executive Director Contract

City Council

September 9, 2025

CELINA EDC

CELINA TEXAS EST. 1876

ECONOMIC DEVELOPMENT

Overview

Summary of Changes:

- Reset the effective date to August 2025.
- Clarify and formalize the performance bonus process. Tied to mutually agreed metrics.
- Add a COLA provision starting in FY26.
- Detailed leave accrual and payout rules. Aligns with City policies.

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT

Questions?

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into to be effective on the _____ day of **AUGUST, 2025** (the "Effective Date"), by and between the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **ANTHONY SATARINO** (hereinafter referred to as the "Executive Director"), both of which parties hereto understand and agree as follows:

WITNESSETH:

WHEREAS, CEDC desires to employ Anthony Satarino to serve as executive director for the CEDC pursuant to the provisions of this Agreement; and

WHEREAS, it is the desire of the CEDC to provide certain benefits, establish certain conditions of employment, and to set certain working conditions of said Executive Director; and

WHEREAS, Anthony Satarino desires to accept employment as CEDC Executive Director on the terms outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

SECTION 1. DUTIES OF EXECUTIVE DIRECTOR.

(a) CEDC hereby agrees to employ Anthony Satarino as the Executive Director for the CEDC to perform the functions and duties as specified in the CEDC's articles of incorporation, bylaws, City of Celina, Texas (the "City") Code of Ordinances, or other rules and regulations applicable to the CEDC, as amended, and to perform such other duties and functions as the Board of Directors of the CEDC shall from time to time assign.

(b) Executive Director agrees to comply with all applicable federal, state and local laws, rules and regulations in carrying out his duties.

SECTION 2. TERM.

(a) Initial Term. This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter for three (3) years from the Effective Date, unless terminated sooner under the provisions hereof. Thereafter, this Agreement shall automatically renew for one (1) year terms, unless terminated earlier by the CEDC or Executive Director. The parties agree that this Agreement is terminable subject to the termination provisions contained in Section 3.

(b) Further, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Directors of the CEDC to terminate the services of Executive Director at any time, subject only to the provisions set forth in Section 3 of this Agreement.

(c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Executive Director to resign at any time from his position as Executive Director with the CEDC, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION.

(a) CEDC shall at all times have the right to immediately terminate this Agreement upon its sole determination of any of the following: Executive Director's arrest or conviction, failure or refusal to competently carry out Executive Director's duties, failure or refusal to comply with the written policies or directives of the CEDC, violation of State or Federal Law, misconduct or breach of this Agreement. In the event of termination under this section, Executive Director shall not be entitled to compensation other than compensation accrued and owing through the date of termination.

(b) In the event the CEDC desires to terminate this Agreement for purposes other than as stated in Section 3(a) above, and during the term of this Agreement, CEDC may terminate this Agreement by providing Executive Director ten (10) days written notice of intent to terminate, unless agreed to otherwise, and CEDC paying Executive Director said compensation Executive Director would have otherwise received from the CEDC for a six (6) month period.

(c) In the event Executive Director desires to terminate this Agreement, Executive Director shall give CEDC not less than ten (10) days written notice in advance, unless the CEDC consents otherwise.

(d) All charges incurred by CEDC as a result of its obligations hereunder shall be paid from current revenues legally available to CEDC. CEDC and Executive Director recognize that the continuation of any contract after the close of any given fiscal year of the CEDC, which fiscal years end on September 30th of each year, shall be subject to approval by the City of Celina City Council and the CEDC. In the event that either the City of Celina City Council or the CEDC does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

SECTION 4. COMPENSATION.

(a) Base Compensation. As initial compensation for all services rendered under this Agreement, the Executive Director will be paid by CEDC an annual salary of **One Hundred Sixty-Seven Thousand Twenty-Four and No/100 Dollars ($167,024.00)** which equates to **Thirteen Thousand Nine Hundred Eighteen and 66/100 Dollars ($13,918.66)** per month. Such compensation may be modified from time to time by notice to Executive Director, in writing, referencing this Agreement and signed by the President of the CEDC. Such notice shall constitute an amendment to this Agreement.

(b) Additional Compensation. In addition to the base compensation in Section 4(a) of this

Agreement, the Executive Director shall be eligible for an annual performance-based additional compensation from CEDC up to Twenty-Five Thousand and No/100 Dollars ($25,000.00). The additional compensation shall be evaluated and payable at the end of each fiscal year, contingent upon the Executive Director's performance against key metrics agreed upon at the start of that fiscal year.

Each year, at the beginning of the fiscal year, the Executive Director and the Board of Directors shall collaboratively establish specific performance metrics aligned with the CEDC's adopted economic framework. These mutually agreed-upon metrics will serve as the criteria for determining eligibility and amount of any performance-based additional compensation. At the end of each fiscal year, the Board of Directors shall assess the Executive Director's performance in relation to these criteria and may award additional compensation, in full or in part, at its discretion.

For Fiscal Year 2025 (October 1, 2024 to September 30, 2025), the performance metrics shall be agreed upon in August 2025, and the additional compensation shall be evaluated and payable at the end of that fiscal year based on the criteria established at that time.

Although no additional compensation is guaranteed under this Agreement, the Executive Director shall be considered eligible annually based on the terms above. A written addendum to this Agreement may be executed by the parties from time to time to reflect the specific performance metrics established for each fiscal year, if necessary.

In addition, the Executive Director may receive an annual cost of living adjustment not to exceed three percent (3%), effective each October 1, beginning October 1, 2025, and subject to Board of Directors' approval.

SECTION 5. AUTOMOBILE ALLOWANCE.

CEDC shall provide Executive Director a car allowance of **Four Hundred and No/100 Dollars ($400.00)** per month.

SECTION 6. TECHNOLOGY ALLOWANCE.

CEDC shall provide Executive Director a technology allowance of **One Hundred and No/100 Dollars ($100.00)** per month.

SECTION 7. VACATION AND SICK LEAVE.

CEDC agrees to provide Executive Director three (3) weeks of vacation and two (2) weeks of sick leave per year. Any unused leave may accumulate to the next fiscal year. Previously accrued sick and vacation hours earned by the Executive Director with years of service with the City, shall transfer with the Executive Director to the CEDC. The maximum vacation balance shall match the City's director accrual balance. Vacation hours accrued and carried over during the term of this agreement by the Executive Director are payable upon enacting section 3 of this agreement. The sick accrual bank shall be capped per the City's personnel policy and is payable upon enacting

Section 3 of this agreement. Previously accrued sick time from previous service with the City will count towards years of service for purposes of calculating sick time payout.

SECTION 8. HEALTH INSURANCE BENEFITS.

CEDC agrees to provide Executive Director the standard City health insurance benefits, and pay the cost of said premiums through the City's program for dental, vision, comprehensive medical insurance for the Executive Director.

SECTION 9. RETIREMENT BENEFITS.

CEDC agrees to provide Executive Director the standard City municipal retirement system benefits.

SECTION 10. PROFESSIONAL DEVELOPMENT.

The CEDC encourages Executive Director to participate in civic professional associations and agrees to budget and pay for all civic and professional dues and subscriptions of which are reasonably necessary for the Executive Director's participation in national, regional, state, and local associations, and organizations necessary and desirable for the Executive Director's continued professional development, growth, and advancement, and for the good of the CEDC. All such expenses shall be provided for specifically in the CEDC budget.

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 party.

(d) **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.

(e) **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.

(f) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between CEDC and the Executive Director.

(g) **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.

THIS AGREEMENT IS EFFECTIVE AS OF AUGUST _____ , 2025.

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

Clint Bissett, President

ATTEST:

Cindy Peters, Secretary

EXECUTIVE DIRECTOR:

ANTHONY SATARINO

Date Signed: 8/27/25

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
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Five project expenditures, providing a severability clause; and providing an effective date. (Stovall)

Background Information:
On March 8, 2016, the City Council of the City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2016-16 designating a non-contiguous geographic area within the City as a Reinvestment Zone Number Five, City of Celina. TIRZ #5 is approximately 1,233.2503 acres and is located in the heart of the City of Celina near the intersection of TX-289 (Preston Road) and W FM-455.

On November 14, 2023, City Council approved an ordinance extending the term of the TIRZ by five years, terminating on December 31, 2056 (with the final year's tax increment to be collected by September 1, 2057).

The goal of the TIRZ is to facilitate development and encourage private investment while maintaining the high development standards within the City. The TIRZ will support these developments through the contribution of 50% of the City's real property increment generated within the zone. The project and financing plan outlined the funding of $247,173,435 in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants.

This agenda requests the annual budget allocation for administrative expenses in the amount of $39,000 for reimbursement to the City for expenses incurred as outlined in the reimbursement agreement.

Staff anticipate holding an additional budget and payment authorization meeting with the TIRZ

#5 Board this fall. A developer has submitted a reimbursement request for $35,514,812. City staff are currently evaluating all submitted materials, including the Project and Financing Plan and Reimbursement Agreement, to ensure all requirements are met. Our Finance and Engineering teams are working together to verify the invoices and project status. Please note that TIRZ #5 is only able to make payments for authorized project costs from the available fund balance. If there is not a sufficient balance to cover all costs, the remaining amount will roll forward to be paid as funds become available in future years. The Finance Team believes the available fund balance for FY 2025 will be exhausted by administrative costs, so the requested authorization will be reimbursed over time as funds are earned by TIRZ #5. It is important to note that the City will not use other revenue sources to reimburse TIRZ #5 project expenses.

Additionally, the available funds are disbursed as specified in the TIRZ #5 Reimbursement Agreement Section 6.6 within the following order:

1. Pre-TIRZ administrative costs incurred by the City;
2. Administrative expenses incurred by the City;
3. Pre-development costs incurred by the Developer;
4. Administrative expenses incurred by the Developer;
5. Verified authorized project costs incurred by the Developer, plus developer interest.

Legal Review:
NA

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
The authorized expenditures total $39,000.00.

Staff Recommendation:
Staff recommends approval.

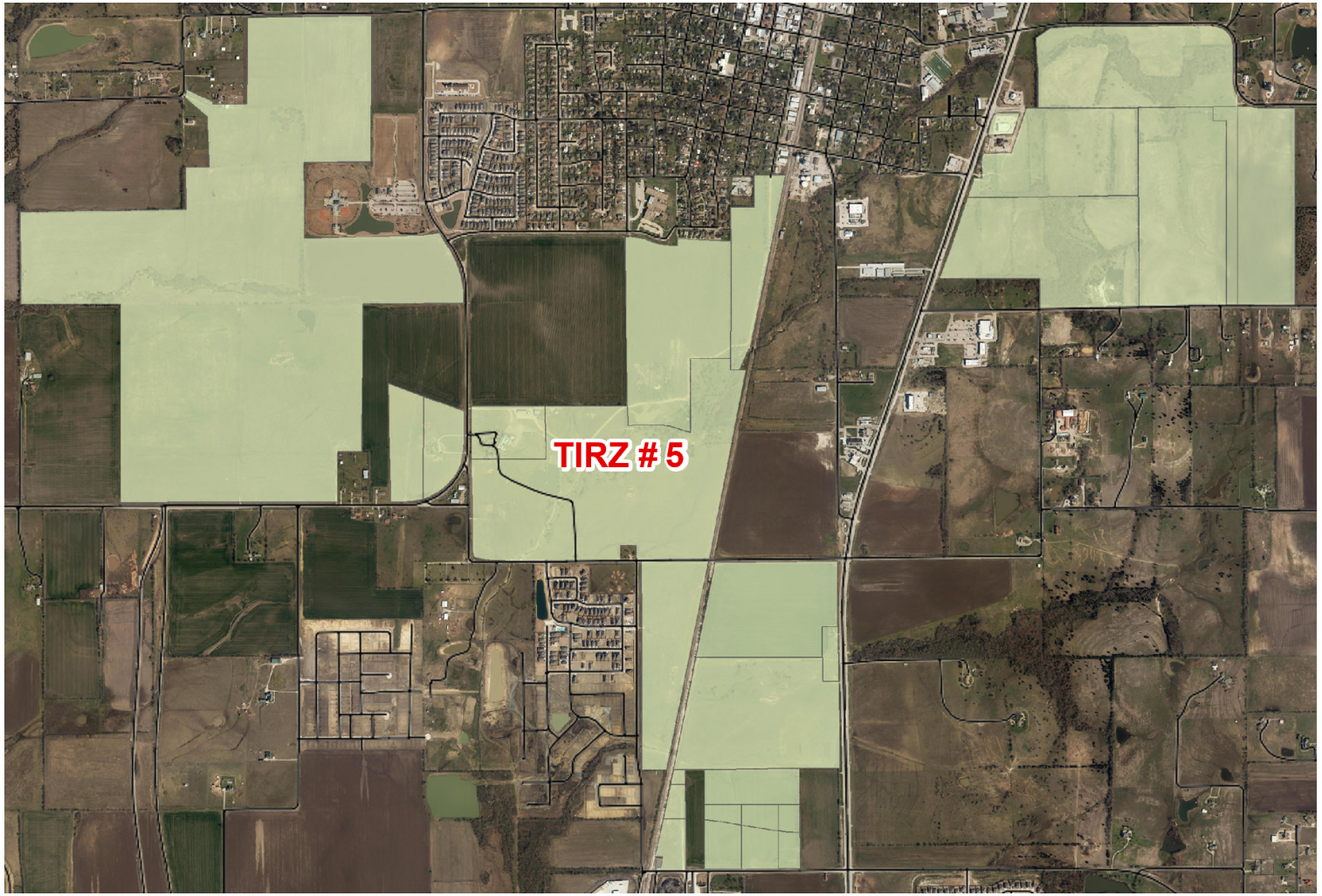
TIRZ #5 EXPENDITURE AUTHORIZATION

September 9, 2025



TIRZ #5

- Established March 8, 2016
- Non-Contiguous
- Potential Commercial Development
- Property Tax TIRZ
- Participation Rate: 50%



ANNUAL EXPENDITURE AUTHORIZATION

- Establishing the FY 2026 expenditure budget
- Proposed Expenditure:
  - $39,000 – Administrative costs

Tax Year	Total Taxable Value	Base Year Total Taxable Value	Incremental Taxable Value	City Tax Rate	Total Incremental Revenue	Participation Rate	TIRZ Revenue	Collection Rate	Available Funds	Administrative Costs
2025	$ 21,271,720.00	$ 4,575,411.00	$ 16,696,309.00	$ 0.576401	$ 96,237.69	50%	$ 48,118.85	100%	$ 48,118.85	$ 39,000.00

QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on March 8, 2016, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2016-16 a Creation Ordinance of Reinvestment Zone Number Five, City of Celina, Texas; and

WHEREAS, on December 13, 2016, pursuant to and as required by the Act, the City Council approved and adopted by Ordinance No. 2016-82, a Final Reinvestment Zone Financing Plan and a Final Project Plan for Tax Increment Reinvestment Zone Number Five, City of Celina, Texas; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Five, City of Celina, Texas, authorized through the passage of a Resolution on September 9, 2025, for payment of certain expenditures for administration with a cost not to exceed $39,000, directly related to facilitating and encouraging development within the Zone; all of which the Board found were authorized expenditures under the Act.

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

SECTION 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the expenditures authorized by the Board of Directors of Tax Increment Reinvestment Zone Number Five, City of Celina, Texas, of $39,000 for administrative expenditures, directly related to facilitating and encouraging development within the Zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. 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 9th DAY OF SEPTEMBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
On December 12, 2017, the Celina City Council approved and adopted the Final Project Plan and Financing Plan for Tax Increment Reinvestment Zone (TIRZ) No. 11. Funding for TIRZ 11 is from an allocation of Property Tax and Sales Tax as depicted in the attached presentation.

The Board of Directors for TIRZ No. 11 on September 9, 2025, authorized the administrative expenditures not to exceed $39,000. These costs are directly related to encouraging and facilitating development within the zone. All of these expenditures are authorized under Chapter 311 of the Texas Tax Code.

The City Council will consider these expenditures at the meeting on September 9, 2025.

Legal Review:
NA

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:

The authorized expenditures total $39,000.00. With projected revenues and authorized expenses, the TIRZ #11 Fund is anticipated to end FY 2026 with a fund balance of $4,242,068.00.

Staff Recommendation:
Staff recommends approval.

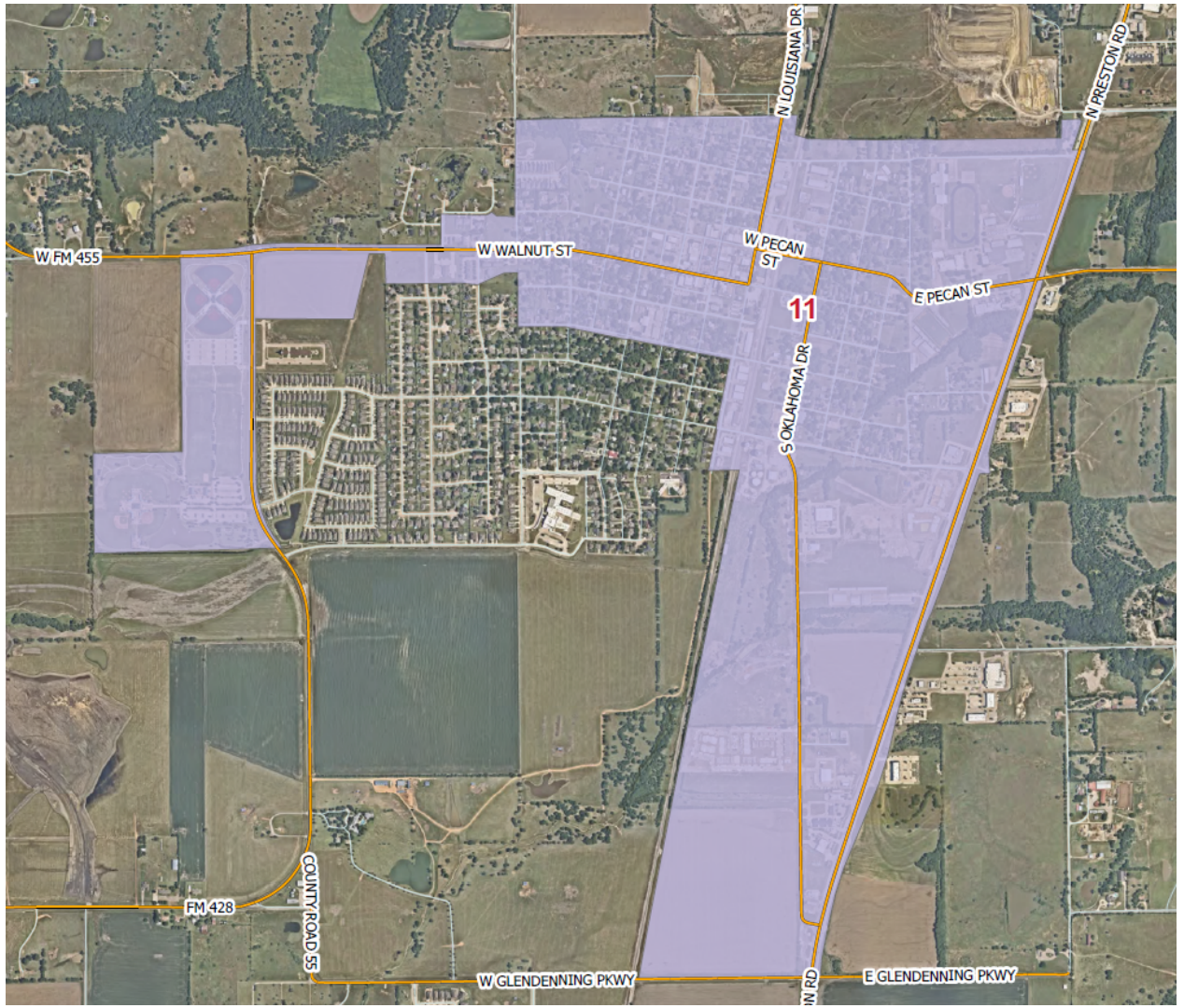
TIRZ #11 EXPENDITURE AUTHORIZATION

September 9, 2025



TIRZ #11

- Established December 12, 2017
- Property tax and Sales tax TIRZ
- Participants and Rates
  - Property Tax
    - Celina – 100%
    - Collin County – 50%
  - Sales Tax
    - Celina EDC – ½ of 0.5% Sales Tax
    - Celina CDC – ½ of 0.5% Sales Tax



ANNUAL EXPENDITURE AUTHORIZATION

- Establishing the FY 2025 expenditure budget aligned with the City Manager's Proposed Budget
- Proposed Expenditures:
  - $39,000 – Administration project expenses
- FY 2026 projected ending fund balance of $4,200,000.
- TIRZ #11 Board of Directors and City Council will consider this authorization on September 9th.

QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on December 12, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2017-136 a Final Reinvestment Zone Financing Plan and a Final Project Plan for Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of a Resolution on September 9, 2025, for payment of certain expenditures for administration with a cost not to exceed $39,000, directly related to facilitating and encouraging development within the Zone; all of which the Board found were authorized expenditures under the Act.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the expenditure authorized by the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, (1) certain expenditures for administration $39,000 directly related to facilitating and encouraging development within the Zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. 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 9th DAY OF SEPTEMBER 2025.

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robin Bromiley, Director of Finance
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Thirteen project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
City Council created Tax Increment Reinvestment Zone Number Thirteen (TIRZ #13) on September 14, 2021. The zone includes 3,132.302 acres which covers the Legacy Hills development in northeast section of the City of Celina.

It is a property tax TIRZ with a City participation rate of $0.10 per $100 in value. This agenda item requests approval of the authorized expenditures of $318,432.00. These expenditures cover revenue from the Tax Year 2025 projected collections. Expenditures related to Tax Year 2025 will not be made until actual revenues are collected.

Tax Year 2025 expenditures are:

- $20,808.00 for administrative expenditures.
- $297,624.00 for the economic development grant to the developer for infrastructure costs in accordance with the agreements related to the Legacy Hills development.

All project expenditures provided within the Resolution are for the purpose of facilitating and encouraging development within the Zone and are authorized spending under Chapter 311 of the Texas Tax Code.

The TIRZ #13 Board of Directors authorized and approved these expenditures during their meeting on September 9, 2025.

Legal Review:
NA

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
This item authorizes the use of all available funds from Tax Year 2024 and projected funds for Tax Year 2025.

Staff Recommendation:
Staff recommends approval.

TIRZ #13 EXPENDITURE AUTHORIZATION

September 9, 2025



TIRZ #13

- Legacy Hills
- Established September 14, 2021
- Property Tax TIRZ
- Participation Rate: $0.10 / $100



ANNUAL EXPENDITURE AUTHORIZATION

- Proposed Expenditures:
  - Tax Year 2025 projected
    - $20,808 – administrative costs
    - $297,624 – economic development grant to developer for infrastructure

TIRZ REVENUE CALCULATION

Tax Year	Total Taxable Value	Base Year Total Taxable Value	Incremental Taxable Value	City Tax Rate	Total Incremental Revenue	Participation Rate	TIRZ Revenue	Collection Rate	Available Funds	Administrative Costs	Available for Project Costs
2024	$ 128,206,376.00	$ 304,476.00	$ 127,901,900.00	$ 0.598168	$ 765,068.24	$0.10/$100	$ 127,902	100%	$ 127,902	$ 20,000	$ 110,000
2025	$ 318,921,658.00	$ 489,985.00	$ 318,431,673.00	$ 0.576401	$ 1,835,443.35	$0.10/$100	$ 318,432	100%	$ 318,432	$ 20,808	$ 297,624

QUESTIONS?

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTEEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on September 14, 2021, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2021-74 a Creation Ordinance of Reinvestment Zone Number Thirteen, City of Celina, Texas; and

WHEREAS, on October 12, 2021, pursuant to and as required by the Act, the City Council approved and adopted by Ordinance No. 2021-82 a Final Reinvestment Zone Financing Plan and a Final Project Plan for Tax Increment Reinvestment Zone Number Thirteen, City of Celina, Texas; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Thirteen, City of Celina, Texas, authorized through the passage of a Resolution on September 9, 2025, a total expenditure authorization not to exceed $318,432 including $20,808 for administrative expenditures and $297,624 for an economic development grant payment; and

WHEREAS, all of expenditures authorized below are determined to be authorized expenditures under the Act for the purpose of facilitating and encouraging development within the Zone.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Board hereby approves $318,432 in total expenditures comprised of the following: Tax Year 2026 projected, $20,808 for administrative expenditures and $297,624 for economic development grant expenditures. All expenditures are directly related to facilitating and encouraging development within the Zone.

SECTION 3. 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 4. 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 9th DAY OF SEPTEMBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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
Date: September 9, 2025

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

Background Information:
On October 1, 2025, the Denton County Commissioners Court approved the Fire/Ambulance budget for the fiscal year 2025-2026 and 2026-2027. The interlocal agreement establishes the responsibility and service area in which the Celina Fire Department (CFD) will respond to emergency calls (fire and ambulance calls) outside the City in Denton County and reimburses the City for the cost of these calls for service. The reimbursement is based on the following:

Denton County agrees to pay to Celina Fire for full performance of services as provided in this Agreement:

- **FY 26** - A sum of $13,607.00 is to be paid for fire calls and ambulance transport performed during the 2025-2026 fiscal year. The County agrees, after the execution of this Agreement, to pay in full the sum of $13,607.00 no later than February 1, 2026.

- **FY 27** - A sum of $14,015.00 to be paid for fire calls and ambulance transport performed during the 2026-2027 fiscal year. The County agrees, after the execution of this Agreement, to pay in full the sum of $14,015.00 no later than February 1, 2027.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation
2. Denton County/Celina ILA 2026 & 2027

Financial Consideration:

Denton County agrees to pay City of Celina $27,622.00 for fire protection services.

Staff Recommendation:

Staff recommends approval as presented.

Denton County ILA

September 9, 2025
City Council Meeting



DENTON COUNTY ILA

On October 1, 2025, the Denton County Commissioners Court approved the Fire/Ambulance budget for the fiscal year 2025-2026 and 2026-2027. The interlocal agreement establishes the responsibility and service area in which the Celina Fire Department (CFD) will respond to emergency calls (fire and ambulance calls) outside the City in Denton County and reimburses the City for the cost of these calls for service. The reimbursement is based on the following:

Denton County agrees to pay to Celina Fire for full performance of services as provided in this Agreement:
FY 26 - A sum of $13,607.00 is to be paid for fire calls and ambulance transport performed during the 2025-2026 fiscal year. The COUNTY agrees, after the execution of this Agreement, to pay in full the sum of $13,607.00 no later than February 1, 2026.

FY 27 - A sum of $14,015.00 to be paid for fire calls and ambulance transport performed during the 2026-2027 fiscal year. The COUNTY agrees, after the execution of this Agreement, to pay in full the sum of $14,015.00 no later than February 1, 2027.

QUESTIONS?

THE COUNTY OF DENTON §
§ **CITY OF CELINA**
§ **FIRE DEPARTMENT**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2025, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Celina Fire Department ("the **AGENCY**").

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services, ambulance services, and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and protection of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and

has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2025, and ending September 30, 2027.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency Ambulance Services" means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.

B. "Fire Protection Services" means all of the customary and usual services of a fire department, including fire suppression and medical emergency services.

C. "Parties" means the Agency and the County.

III.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

A. FIRE PROTECTION SERVICES

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire protection, extinguishment, safety and rescue services. The services to be rendered are as follows:

1. The **AGENCY** shall make available and provide emergency fire protection, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

2. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as *"Celina ERZ (700-08)"* as set out in Exhibit "A".

3. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

4. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

B. EMERGENCY AMBULANCE SERVICES

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

1. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.

2. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as *"Celina ERZ (700-08)"* as set out in Exhibit "A".

3. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

IV.
PERFORMANCE OF SERVICE

The **COUNTY** shall designate the County Fire Marshal to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Fire Marshal, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the AGENCY. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for

emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208.

V.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **$27,622.00**, to be paid as follows:

1. A sum of **$13,607.00** to be paid for fire calls and ambulance transports performed during the 2025-2026 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **$13,607.00** no later than February 1, 2026.

2. A sum of **$14,015.00** to be paid for fire calls and ambulance transports performed during the 2026-2027 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **$14,015.00** no later than February 1, 2027.

The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of sixty (60) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving one-hundred eighty (180) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of the applicable year by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing

services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer 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.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A.

[EXECUTION PAGES FOLLOW]

EXECUTED this _____ day of _____, 2025.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads
Denton County Judge

AGENCY:

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

By _____
Name _____
Celina City Manager

ATTEST:

By: _____
Denton County Clerk

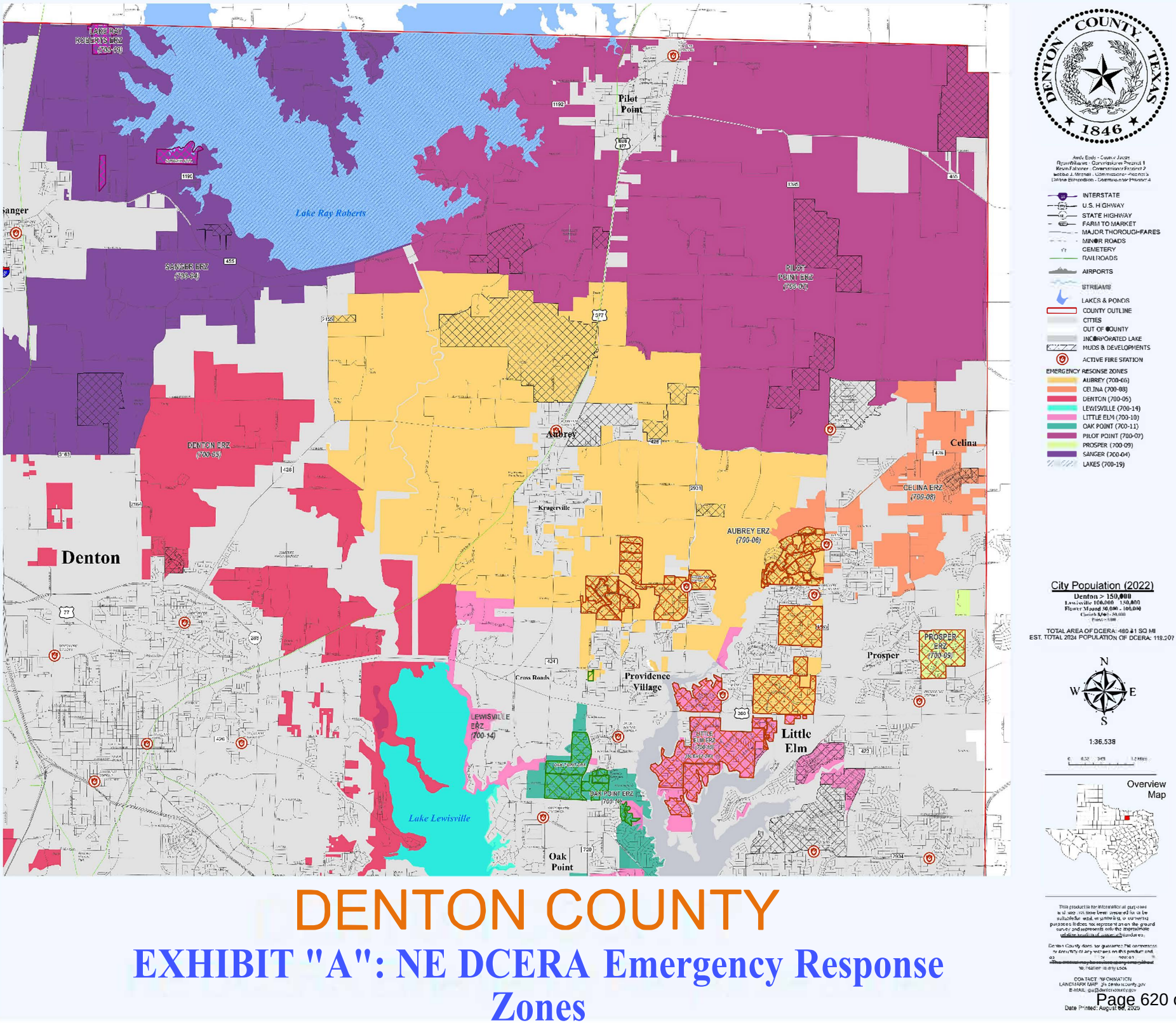
APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $27,622.00 to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor



DENTON COUNTY

EXHIBIT "A": NE DCERA Emergency Response Zones

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
Date: September 9, 2025

Agenda Item:
Consider and act to purchase VERF Replacements, two (2) trucks and one (1) Tahoe for the Fire Department from Classic Chevrolet Grapevine through a cooperative contract with Classic Chevrolet Grapevine and unfitting through Haloz36 for an amount not to exceed $210,098.39. (White)

Background Information:
Staff recommends authorization to procure three vehicles and upfitting equipment for the Fire Department. All vehicles are budgeted in the Vehicle and Equipment Replacement Fund (VERF). The vehicles will be purchased from Classic Chevrolet through a cooperative contract with the City of Denton, Contract #8455. Upfitting will be purchased from Haloz36 Corp through a cooperative contract with the City of Frisco, Contract #2401-062.

Item	Vehicle Price	Upfitting	Total	Replacement unit	Vendor	Contract
Tahoe	$61,811.60	$12,122.02	$73,933.62	1912	Classic Chevrolet Haloz36 Corp	Denton #8455 Frisco #2401-062
Silverado	$51,918.00	$13,070.34	$64,988.34	3011	Classic Chevrolet Haloz36 Corp	Denton #8455 Frisco #2401-062
Silverado	$52,697.00	$18,479.43	$71,176.43	3010	Classic Chevrolet Haloz36 Corp	Denton #8455 Frisco #2401-062

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

The Chevrolet Silverados will replace the current trucks for the Fire Marshal and Assistant Fire Chief, respectively. The Chevrolet Tahoe will replace the current vehicle for a division chief.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. 8455 Contract Quotes
3. Haloz 36 White Tahoe Upfitting
4. Haloz 36 White Silverado Truck Upfitting
5. Haloz 36 Black Silverado Truck Upfitting

Financial Consideration:
Funding is available through the FY26 VERF Budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends the purchases as presented.

FY26 New Vehicles
Fire Department

Shawn White
September 9, 2025



AGENDA OVERVIEW

- Authorize the purchase of three (3) vehicles for the Fire Department. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with BuyBoard, contract #8455.

- Funds will be committed at the issuance of a purchase order.

- The City maintains an executed Interlocal Agreement with the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirements while saving time and funding in the development of specifications of work during the process.

PRICE SUMMARY

Item	Price	Upfitting	Total	Replacement unit	Vendor	Contract
Tahoe	$61,811.60	$12,122.02	$73,933.62	1912	Classic Chevrolet	8455
Silverado	$51,918	$13,070.34	$64,988.34	3011	Classic Chevrolet	8455
Silverado	$52,697	$18,479.43	$71,176.43	3010	Classic Chevrolet	8455

QUESTIONS?

CLASSIC FLEET • COMMERCIAL

www.classicfleet.com
2501-D William D. Tate
Grapevine, TX 76051

INVOICE

Metro (817) 410-1560
(800) 371-1560

AT THIS DEALERSHIP:

- The customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may aquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree.

Notwithstanding any other applicable law of this state, no person acquiring or assigning a retail installment contract, or any balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired.

Date 03/06/25

Buyer CITY OF CELINA

Address

City & State CELINA Zip 75009

Home Phone

Email Address

NEW [X] PEP [ ] DEMO [ ] DRIVERS ED [ ] USED [ ]

Year & Make 2025 TAHOE

Serial No. TBD

License Tab

Mileage Color WHITE

DESCRIPTION OF TRADE-IN

Year & Make

Serial No.

License Tab

Mileage ACV

PAYOFF INFORMATION

Where Financed

Amount of Payoff Good Till

Acct. #

Address

Phone CSZ

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made byt the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes or authorizes any other person to assume for it any liability in connection with sale of said product.

The information you see on the window form for this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The Dealer's Invventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

ARBITRATION OF DISPUTES

In the event that a dispute arrises between Customer and the Company concerning this Agreement of the vehicle referenced herin, the parties hereby expressly agree that such dispute shall be resolved through arbitration rather than litigation, and the parties acknowledge and agree that arbitration is and will be final and binding upon the parties.

MSRP Price: 2025 TAHOE		$61,119.60
Sale Price: 65720 7% 4600.40		
Adds:		$0.00
		$0.00
		$0.00
3RD KEY 468.89 10% 46.89		$422.00
TINT 300 10% 30		$270.00
		$0.00
City of Denton Contract #8455		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
PRICE INCLUDING ACCESSORIES		**$61,811.60**
VIT		$0.00
TITLE		$0.00
Sales Tax		$0.00
Inspection Fee, Transfer Fee		$0.00
STATE FEES		$0.00
License Fee	TEMP TAG 5	$0.00
Documentary Fee		$0.00
ROAD BRIDGE		$0.00
Pay Off		$0.00
Subtotal		
Ext. Service Agreement		
Cash Down Payment		
Mfg. Rebate		
TOTAL BALANCE DUE		**$61,811.60**

LEIN INFORMATION

If a credit purchase, this is an offer to purchase only. Buyers offers to purchase vehicle on credit on terms described herein and a contractual relationship is not created until finanacing is accepted.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on this contract of sale.
La informacion que aparece en la ventanilla de este vehiculo forma parta de este contrato. La infomacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y quy aperezca de venta.

Buyer represents and warrants that Buyer has good title to any trade in vehicle included in this offer. It is expressly agreed and understood by Buyer and Seller that Seller retains a security interest in the purchased vehicle until such time as Buyer or Buyer's Lender has paid the Seller for the vehicle. Refusal to pay, dishonor of tender, or failure to pay is a material contract breach. Buyer agrees to all listed charges.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Salesperson

Purchaser's Signature

Approved by

Co-Purchaser's Signature

CLASSIC FLEET · COMMERCIAL

www.classicfleet.com
2501-D William D. Tate
Grapevine, TX 76051

INVOICE TBD

Metro (817) 410-1560
(800) 371-1560

AT THIS DEALERSHIP:

- The customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may aquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree.

Notwithstanding any other applicable law of this state, no person acquiring or assigning a retail installment contract, or any balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired.

Date 03/06/25

Buyer CITY OF CELINA

Address

City & State CELINA Zip 75009

Home Phone

Email Address

NEW [X] PEP [ ] DEMO [ ] DRIVERS ED [ ] USED [ ]

Year & Make 2025 SILVERADO 1500

Serial No. TBD

License Tab

Mileage Color WHITE

DESCRIPTION OF TRADE-IN

Year & Make

Serial No.

License Tab

Mileage ACV

PAYOFF INFORMATION

Where Financed

Amount of Payoff Good Till

Acct. #

Address

Phone CSZ

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made byt the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes or authorizes any other person to assume for it any liability in connection with sale of said product.

The information you see on the window form for this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The Dealer's Invventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

ARBITRATION OF DISPUTES

In the event that a dispute arrises between Customer and the Company concerning this Agreement of the vehicle referenced herin, the parties hereby expressly agree that such dispute shall be resolved through arbitration rather than litigation, and the parties acknowledge and agree that arbitration is and will be final and binding upon the parties.

MSRP Price: 2025 SILVERADO	$56,226.00	
Sale Price: 60995 7% 4269.65		
Adds:	$0.00	
ADDITIONAL DISCOUNT	-$5,000.00	
	$0.00	
3RD KEY 468.89 10% 46.89	$422.00	
TINT 300 10% 30	$270.00	
	$0.00	
City of Denton Contract #8455	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
PRICE INCLUDING ACCESSORIES	**$51,918.00**	
VIT	$0.00	
TITLE	$0.00	
Sales Tax	$0.00	
Inspection Fee, Transfer Fee	$0.00	
STATE FEES	$0.00	
License Fee TEMP TAG 5	$0.00	
Documentary Fee	$0.00	
ROAD BRIDGE	$0.00	
Pay Off	$0.00	
Subtotal		
Ext. Service Agreement		
Cash Down Payment		
Mfg. Rebate		
TOTAL BALANCE DUE	**$51,918.00**	

LEIN INFORMATION

If a credit purchase, this is an offer to purchase only. Buyers offers to purchase vehicle on credit on terms described herein and a contractual relationship is not created until finanacing is accepted.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on this contract of sale.
La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La infomacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y quy aparezca de venta.

Buyer represents and warrants that Buyer has good title to any trade in vehicle included in this offer. It is expressly agreed and understood by Buyer and Seller that Seller retains a security interest in the purchased vehicle until such time as Buyer or Buyer's Lender has paid the Seller for the vehicle. Refusal to pay, dishonor of tender, or failure to pay is a material contract breach. Buyer agrees to all listed charges.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Salesperson

Purchaser's Signature

Approved by

Co-Purchaser's Signature

CLASSIC FLEET • COMMERCIAL

www.classicfleet.com
2501-D William D. Tate
Grapevine, TX 76051

INVOICE TBD

Metro (817) 410-1560
(800) 371-1560

AT THIS DEALERSHIP:

- The customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may aquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree.

Notwithstanding any other applicable law of this state, no person acquiring or assigning a retail installment contract, or any balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired.

Date 03/06/25

Buyer CITY OF CELINA

Address

City & State CELINA Zip 75009

Home Phone

Email Address

NEW [X] PEP [ ] DEMO [ ] DRIVERS ED [ ] USED [ ]

Year & Make 2025 SILVERADO 1500

Serial No. TBD

License Tab

Mileage Color BLACK

DESCRIPTION OF TRADE-IN

Year & Make

Serial No.

License Tab

Mileage ACV

PAYOFF INFORMATION

Where Financed

Amount of Payoff Good Till

Acct. #

Address

Phone CSZ

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made byt the manufacturer. The seller hereby expressly disclaims all warranties, either express or impied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes or authorizes any other person to assume for it any liability in connection with sale of said product.

The information you see on the window form for this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The Dealer's Invventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

ARBITRATION OF DISPUTES

In the event that a dispute arrises between Customer and the Company concerning this Agreement of the vehicle referenced herin, the parties hereby expressly agree that such dispute shall be resolved through arbitration rather than litigation, and the parties acknowledge and agree that arbitration is and will be final and binding upon the parties.

MSRP Price:	2025 SILVERADO	$57,005.00
Sale Price:	61295 7% 4290.65	
Adds:		$0.00
	ADDITIONAL DISCOUNT	-$5,000.00
		$0.00
	3RD KEY 468.89 10% 46.89	$422.00
	TINT 300 10% 30	$270.00
		$0.00
	City of Denton Contract #8455	$0.00
		$0.00
		$0.00
		$0.00
		$0.00
PRICE INCLUDING ACCESSORIES		**$52,697.00**
VIT		$0.00
TITLE		$0.00
Sales Tax		$0.00
Inspection Fee, Transfer Fee		$0.00
STATE FEES		$0.00
License Fee	TEMP TAG 5	$0.00
Documentary Fee		$0.00
ROAD BRIDGE		$0.00
Pay Off		$0.00
Subtotal		
Ext. Service Agreement		
Cash Down Payment		
Mfg. Rebate		
TOTAL BALANCE DUE		**$52,697.00**

LEIN INFORMATION

If a credit purchase, this is an offer to purchase only. Buyers offers to purchase vehicle on credit on terms described herein and a contractual relationship is not created until finanacing is accepted.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on this contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La infomacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y quy aparezca de venta.

Buyer represents and warrants that Buyer has good title to any trade in vehicle included in this offer. It is expressly agreed and understood by Buyer and Seller that Seller retains a security interest in the purchased vehicle until such time as Buyer or Buyer's Lender has paid the Seller for the vehicle. Refusal to pay, dishonor of tender, or failure to pay is a material contract breach. Buyer agrees to all listed charges.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Salesperson

Purchaser's Signature

Approved by

Co-Purchaser's Signature

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

Estimate E 653
Date / /
Date Open 03/31/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Frisco Best Value Bid No. 2401-062

White Tahoe

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	15:57:45	TAHOE LT CIV	2CIVTAHOES		

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

Qty	Description	Price	Amount
	LABOR 135.00 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	135.00	3375.00
1.000	FEDSIFMJS-TAH21-P3 Front ILS, RBW, Tahoe, low-profile - FRONT VISOR LIGHTS	1058.03	1058.03
1.000	FEDSIFMJH-TAH21-P3 Rear ILS, RBA, Tahoe, low-profile - REAR VISOR LIGHT	1058.03	1058.03
1.000	FEDPF200H FEDERAL SIGNAL PATHFINDER SIREN 200W, HAND HELD CONTROLLER	1228.58	1228.58
1.000	FEDES100C INCLUDED WITH SIREN - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESBL2-TAH21ND BEHIND GRILLE SPEAKER BRACKET KIT - 21+ TAHOE, No drill, combination dual bracket kit – (2) ES100C and (2) MPS lights behind grille	111.57	111.57
2.000	FEDEXPMOD32 32-Channel Expansion Module	235.71	471.43
4.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE, 2 MOUNTED ON REAR BUMPER - 4 TOTAL	130.99	523.96

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

Parts.....	8192.02
Labor.....	3375.00
Subject Items	180.00
Freight.....	375.00

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

Authorized By

TOTAL

Continued

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

Estimate E 653
Date / /
Date Open 03/31/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	15:57:45	TAHOE LT CIV	2CIVTAHOES		

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

Qty	Description	Price	Amount
2.000	FEDMPS63U-RBW MICROPULSE, Tri-Color, Red/Blue/White - 1 MOUNTED IN EACH REAR QTR GLASS - 2 TOTAL	120.83	241.67
2.000	FEDMPSM6-LB Generic L-Bracket for (1) MPS600 Light or (1) MPS600U Light - FOR REAR QTR GLASS LIGHTS	19.80	39.60
1.000	FED794-AH Opticom Model 794 LED Emitter is a compact, lightweight, weather-resistant encoded signal device intended for use on priority vehicles. The model 794 emitter consists of an infrared LED array with an integral power supply and the required cables. FEDSIG	1805.56	1805.56
1.000	AMABLU7615 Blue Sea Systems 7615 SOLENOID TIMER 120A 12VDC ATD	171.43	171.43
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX - 1 FOR RADIO MIC, 1 FOR HANDHELD SIREN CONTROLLER - 2 TOTAL	34.29	68.57
1.000	SUBJECT TINT TINT - FRONT TWO WINDOWS AND A-LINE	180.00	180.00

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

Parts.....	8192.02
Labor.....	3375.00
Subject Items	180.00
Freight.....	375.00

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

Authorized By

TOTAL **Continued**

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

Estimate E 653
Date / /
Date Open 03/31/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	15:57:45	TAHOE LT CIV	2CIVTAHOES		

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

Qty	Description	Price	Amount
1.000	H36WIREHARNESS WIRING HARNESS	378.48	378.48
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT	165.00	165.00
1.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	375.00	375.00
1.000	WES57-4045 HDX Grille Guard Chevrolet Suburban/Tahoe 2021-2025	870.11	870.11

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

Parts.....	8192.02
Labor.....	3375.00
Subject Items	180.00
Freight.....	375.00

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

Authorized By

TOTAL **12122.02**

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

Estimate E 654
Date / /
Date Open 03/27/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Frisco Best Value Bid No. 2401-062

White Silverado Truck

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:45:45	SILV1500 RST	2SIL RSTs		

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

Qty	Description	Price	Amount
	LABOR 135.00 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	135.00	3375.00
1.000	FEDSIFMJS-SIL19-P3 FRONT VISOR - SpectraLux® ILS Low-Profile R/B/W	1058.03	1058.03
1.000	FEDCNSMJ8R-P3C REAR CN SignalMaster™ Directional Warning - R/A - B/A - REAR FACING WARNING STICK WITH TRAFFIC ADVISOR	942.86	942.86
1.000	FEDPF200H FEDERAL SIGNAL PATHFINDER SIREN 200W, HAND HELD CONTROLLER	1228.58	1228.58
1.000	FEDES100C INCLUDED WITH SIREN - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESBL2-SIL22ND SPEAKER BRACKET DUAL KIT - No drill, combination dual bracket kit – (2) ES100C and (2) MPS lights behind grille - SILVERADO 1500	76.14	76.14
2.000	FEDEXPMOD32 32-Channel Expansion Module	235.71	471.43
8.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE, 2 MOUNTED ON REAR BUMPER, 2 ON EACH SIDE ROCKER PANEL/RUNNING BOARD (4) - 8 TOTAL	130.99	1047.92

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

Parts.....	8317.84
Labor.....	3375.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **Continued**

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

Estimate E 654
Date / /
Date Open 03/27/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:45:45	SILV1500 RST	2SIL RSTs		

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

Qty	Description		Price	Amount
2.000	FEDMPSM6U-FPIU20SM	20 DEGREE BRACKETS, PAIR, MPS6U	18.00	36.01
1.000	FED794-AH		1805.56	1805.56
	Opticom Model 794 LED Emitter is a compact, lightweight, weather-resistant encoded signal device intended for use on priority vehicles. The model 794 emitter consists of an infrared LED array with an integral power supply and the required cables. FEDSIG			
2.000	MAGMMSU-1		34.29	68.57
	MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX - 1 FOR RADIO MIC, 1 FOR HANDHELD SIREN CONTROLLER - 2 TOTAL			
1.000	AMABLU7615	Blue Sea Systems 7615 SOLENOID TIMER 120A 12VDC ATD	171.43	171.43
1.000	H36WIREHARNESS	WIRING HARNESS	378.48	378.48
1.000	JOBMATERIALS		165.00	165.00
	MISC. PARTS, ELECTRONICS BOARD, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT			
1.000	FRTFREIGHT-INCOMING	FREIGHT INCOMING	375.00	375.00
1.000	SUBJECT TINT	TINT - FRONT TWO WINDOWS AND A-LINE	180.00	180.00
1.000	SUBJECT - GRAPHICS		822.50	822.50
	CELINA FIRE - GRAPHICS (INCLUDES FILE SETUP, PRINTING, AND REFLECTIVE GRAPHICS INSTALLATION			

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

Parts.....	8317.84
Labor.....	3375.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **Continued**

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

Estimate E 654
Date / /
Date Open 03/27/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:45:45	SILV1500 RST	2SIL RSTs		

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

Qty	Description	Price	Amount
1.000	WES57-3955 HDX Grille Guard - Chevrolet Silverado 1500 2019-2025 & 1500 LTD 2022 (Excl. ZR2 & 2019 LD)(Excl. W/ Sensors)	867.83	867.83

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

Parts.....	8317.84
Labor.....	3375.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **13070.34**

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

Estimate E 654
Date / /
Date Open 04/01/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Frisco Best Value Bid No. 2401-062

Black Silverado Truck

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:46:15	SILV1500 RST	2SIL RSTs		

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

Qty	Description	Price	Amount
	LABOR 135.00 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	135.00	3780.00
1.000	FEDSIFMJS-SIL19-P3 FRONT VISOR - SpectraLux® ILS Low-Profile R/B/W	1058.03	1058.03
1.000	FEDPF200H FEDERAL SIGNAL PATHFINDER SIREN 200W, HAND HELD CONTROLLER	1228.58	1228.58
1.000	FEDES100C INCLUDED WITH SIREN - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESBL2-SIL22ND SPEAKER BRACKET DUAL KIT - No drill, combination dual bracket kit – (2) ES100C and (2) MPS lights behind grille - SILVERADO 1500	76.14	76.14
2.000	FEDEXPMOD32 32-Channel Expansion Module	235.71	471.43
8.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE, 2 MOUNTED ON REAR BUMPER, 2 ON EACH SIDE ROCKER PANEL/RUNNING BOARD (4) - 8 TOTAL	130.99	1047.92
2.000	FEDMPSM6U-FPIU20SM 20 DEGREE BRACKETS, PAIR, MPS6U - RUNNING BOARD MOUNTING LIGHTS	18.00	36.01

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

Parts.....	13321.93
Labor.....	3780.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **Continued**

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

Estimate E 654
Date / /
Date Open 04/01/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:46:15	SILV1500 RST	2SIL RSTs		

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

Qty	Description		Price	Amount
6.000	FEDMPS63U-RBA-SMK MicroPulse Ultra 6, RED/BLUE/AMBER- Tri-Color, SMOKED LENS - MOUNTED ON THE REAR FACING TOP OF THE LEER TOPPER - WARNING LIGHT/TRAFFIC ADVISOR		130.99	785.94
1.000	FED794-AH Opticom Model 794 LED Emitter is a compact, lightweight, weather-resistant encoded signal device intended for use on priority vehicles. The model 794 emitter consists of an infrared LED array with an integral power supply and the required cables. FEDSIG		1805.56	1805.56
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX - 1 FOR RADIO MIC, 1 FOR HANDHELD SIREN CONTROLLER - 2 TOTAL		34.29	68.57
1.000	AMABLU7615	Blue Sea Systems 7615 SOLENOID TIMER 120A 12VDC ATD	171.43	171.43
1.000	H36WIREHARNESS	WIRING HARNESS	482.67	482.67
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT		165.00	165.00
1.000	FRTFREIGHT-INCOMING	FREIGHT INCOMING	375.00	375.00
1.000	SUBJECT TINT	TINT - FRONT TWO WINDOWS AND A-LINE	180.00	180.00

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

Parts.....	13321.93
Labor.....	3780.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **Continued**

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

Estimate E 654
Date / /
Date Open 04/01/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	16:46:15	SILV1500 RST	2SIL RSTs		

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

Qty	Description	Price	Amount
1.000	SUBJECT - GRAPHICS CELINA FIRE - GRAPHICS (INCLUDES FILE SETUP, PRINTING, AND REFLECTIVE GRAPHICS INSTALLATION	822.50	822.50
1.000	WES57-3955 HDX Grille Guard - Chevrolet Silverado 1500 2019-2025 & 1500 LTD 2022 (Excl. ZR2 & 2019 LD)(Excl. W/ Sensors)	867.83	867.83
1.000	LEER210155 100RCC CAB-HI FIBERGLASS, COMMERCIAL UNIT CHEVY SILVERADO, CREW CAB 5.8FT 2019+, PAINTED TO MATCH, DRIVER & PASS, WINDOORS WITH HEAVY DUTY FOLDING HANDLE, AND PAINTED INSERT, REAR DOOR WITH PAINTED INSERT & HEAVY DUTY FOLDING T-HANDLE, NO FRONT GLASS, NO TOOL BOX'S, NO RACK, PLAIN FIBERGLASS INTERIOR	5056.82	5056.82

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

Parts.....	13321.93
Labor.....	3780.00
Subject Items	1002.50
Freight.....	375.00

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

Authorized By

TOTAL **18479.43**

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 41 acres; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Glen at Uptown – C-3 Expedited Annexation) (Mohan)

Background Information:
This item is related to the annexation of approximately 41 acres, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, within the City's Extraterritorial Jurisdiction (ETJ). The City Council approved a Development Agreement for the subject property in July 2025 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 Ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Ordinance
4. Filed DA

Financial Consideration:
N/A

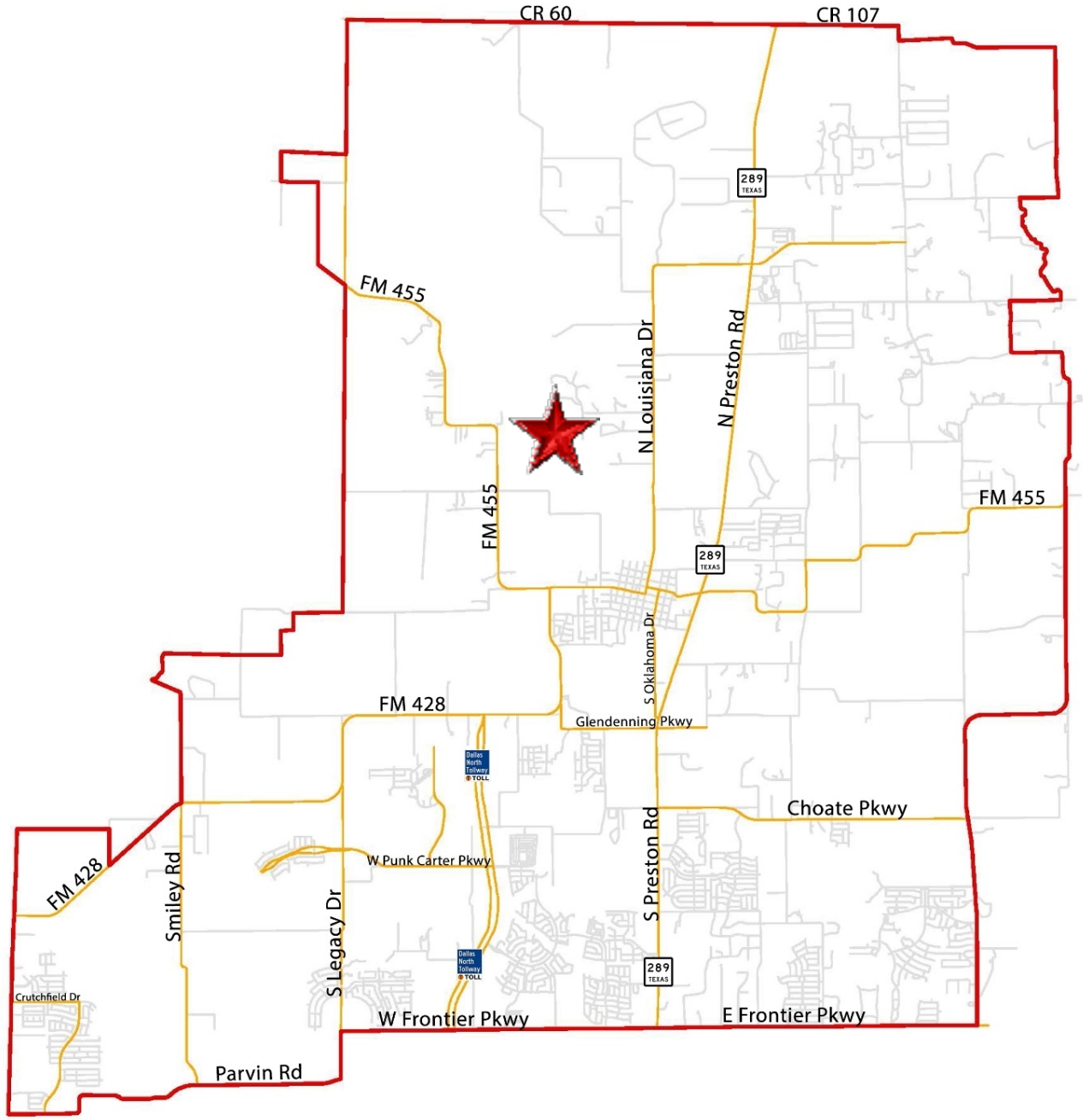
Staff Recommendation:
Staff recommends approval as presented, per the governing Development Agreement.

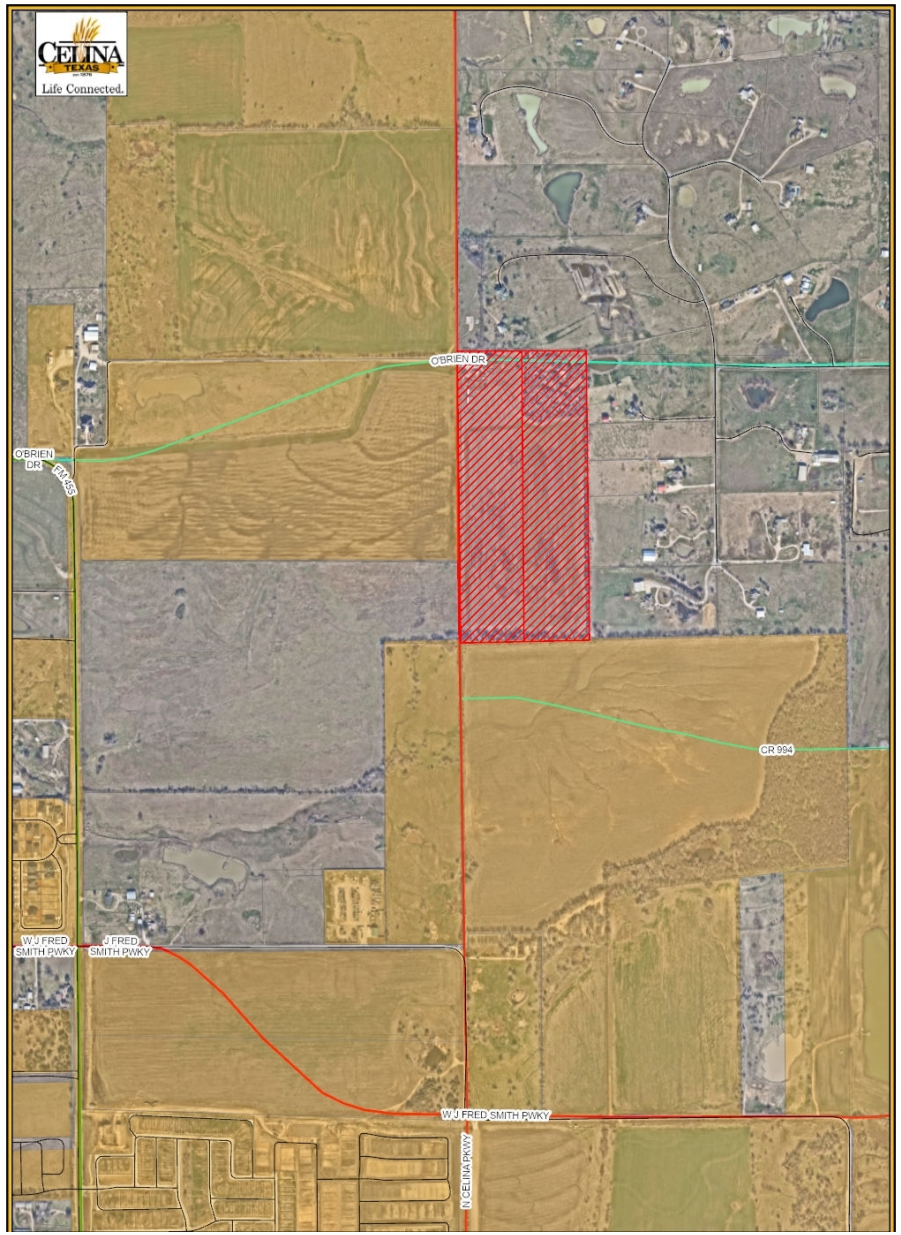
GLEN AT UPTOWN

Annexation & PD Zoning

City Council
September 9, 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
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



LOCATION MAP

The subject property is generally located at the southeast corner of future Celina Parkway and future O'Brien Drive

BACKGROUND

- The subject property is approximately 41 acres
- The applicant is proposing to develop an extension of a new single-family neighborhood
- A Development Agreement was approved by the City Council in July 2025 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

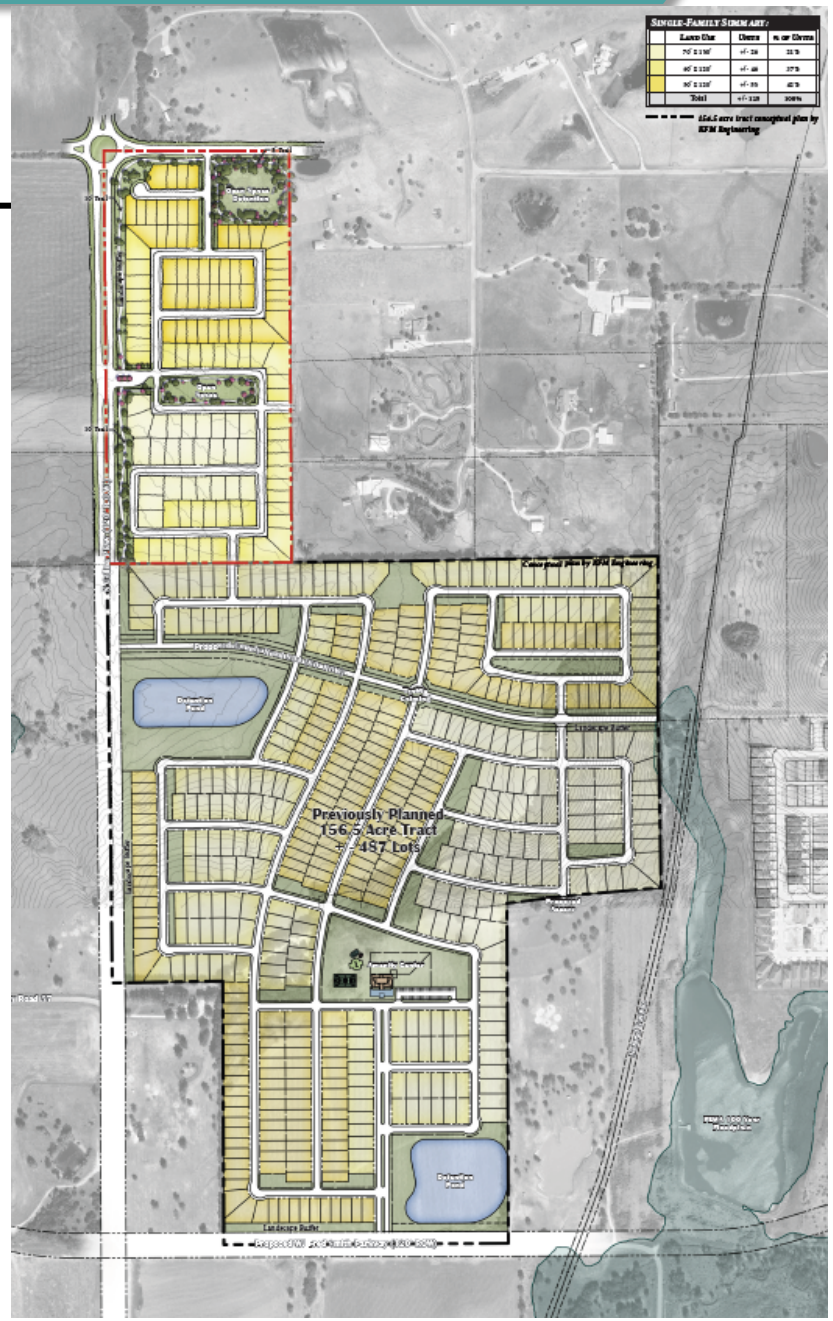
CONCEPT PLAN

SINGLE-FAMILY SUMMARY:

	LAND USE	UNITS	% OF UNITS
	70' x 130'	+/- 26	21%
	60' x 120'	+/- 46	37%
	50' x 120'	+/- 53	42%
	Total	**+/- 125**	**100%**



CONCEPT PLAN



ZONING OVERVIEW

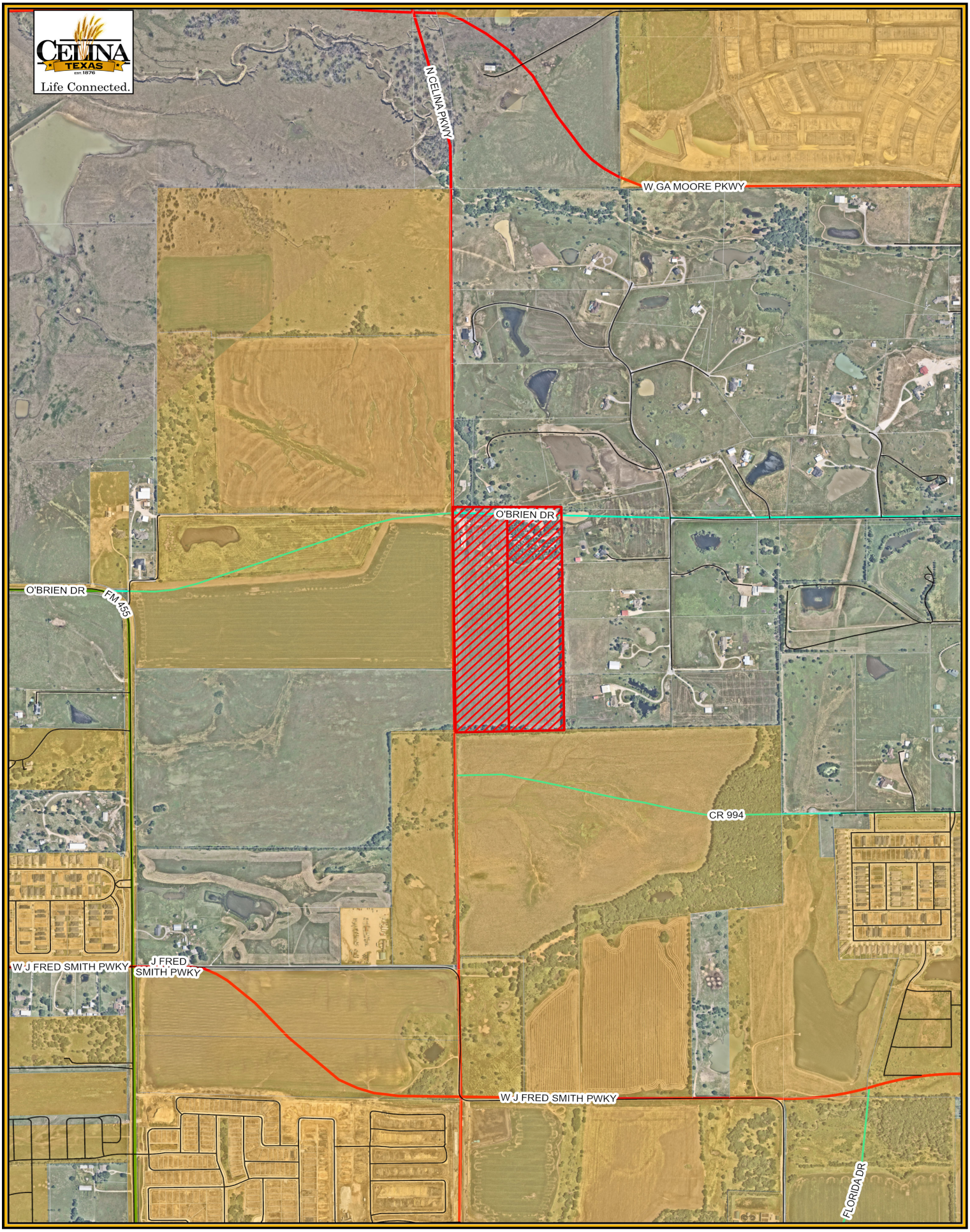
- The Planned Development contemplates an extension of single-family uses with a base of Single-Family Residential Detached District (SF-R)
- The following lot mix is proposed:
  - 50’ wide lots (60% max.)
  - 60’ wide lots
  - 70’ wide lots (10% min.)
  - No alleys proposed
- The project is within the 3.5 density cap of the Zoning Ordinance

POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The request brings 41 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- A new neighborhood does not conflict with the City's long-range plans
- No multi-family is proposed

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in August
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-12 Glen at Uptown - Zoning Location Map

City of Celina

7/24/2025

N
W E
S

0 750 1,500

Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____
GLEN AT UPTOWN

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 41 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 FUTURE CELINA PARKWAY AND FUTURE O'BRIEN 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 9th day of September, 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 22nd day of August, 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 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a tract of land situated in the County of Collin, State of Texas and being part of the S. A. & M. G. R. R. Company Survey, Abstract No. 877, and being all of the called 20.118 acre tract of land conveyed by General Warranty Deed from Douglas J. Barker and Sandra Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618110, Official Public Records, Collin County, Texas and the called 20.141 acre tract of land conveyed by General Warranty Deed from Douglas Jay Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618120, of said Official Public Records, and being more particularly describes by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of called 121.653 acres of land conveyed to Uptown Residential Development, Inc., recorded in Instrument No. 2024000155838, said Official Public Records, the Northeast corner of the called 25.089 acres of land conveyed to One Longhorn Land I, LP, recorded in Instrument No. 20220103000004740, said Official Public Records and the Southwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 00°22'23" West, with the West line of said Barker 20.141 ac., passing a 1/2 inch capped rebar found at the most Western Southeast corner of the called 163.603 acre tract of land conveyed to Shawn Ganji, recorded in Volume 5373, Page 3945, said Official Public Records, at 1950.32 feet, continuing on said course with an East line of said Ganji 163.603 ac., for a TOTAL distance of 1986.93 feet to a 1/2 inch rebar found leaning at an inside Ell corner of said Ganji 163.603 ac. and the Northwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 88°52'14" East, along and near a wire fence, with the North line of said Barker 20.141 ac. and 20.118 ac., passing the Southwest corner of the called 24.870 acre tract of land conveyed to BV Capital Solutions, LLC, recorded in Instrument No. 2024000106668, said Official Public Records, continuing on said course now with the South line of said BV Capital Solutions 24.870 ac., for a distance of 876.93 feet to a bois d'arc corner post at the Northwest corner of the called 11.786 acre tract of land conveyed to David W. Plunkett and Blaire D. Plunkett, recorded in Instrument No. 20150408000390940, said Official Public Records, an angle point of said BV Capital Solutions, LLC and the Northwest corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 00°37'06" East, continuing along or near the general course of a wire fence, with the East line of said Barker 20.118 ac. and the West lines of said Plunkett 11.786 ac., Griggs Farm Addition to Collin County, Texas, recorded in Instrument No. 19000101001023210, Plat Records, Collin County, Texas, passing a 1/2 inch square tube found at the Northwest corner of the called 10.00 acre tract of land conveyed to David Goldman and Shannon Goldman, recorded in Instrument No. 20180614000732750 at 994.87 ft., continuing on said course now with the East line of said Goldman 10.00 ac., passing a 1/2 inch rebar found at the Northwest corner of Michele Theurer and Thomas G. Theurer, recorded in Instrument No. 20130617000837780 and the Southwest corner of said Goldman 10.00 ac. at 1640.88 ft., continuing on said course now with the West line of said Theurer 10.00 ac. for a TOTAL distance of 1985.42 feet to a 1/2 inch iron rod found in the North line of said Uptown Residential Development 121.653 ac., at the Southwest corner of said Theurer 10.00 ac. and the Southeast corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 88°46'44" West, with the North line of said Uptown Residential Development 121.653 ac. and the South lines of said Barker 20.118 ac. and 20.141 ac. a distance of 885.45 feet to the POINT OF BEGINNING containing 1,750,067 square feet or 40.176 acres of land.

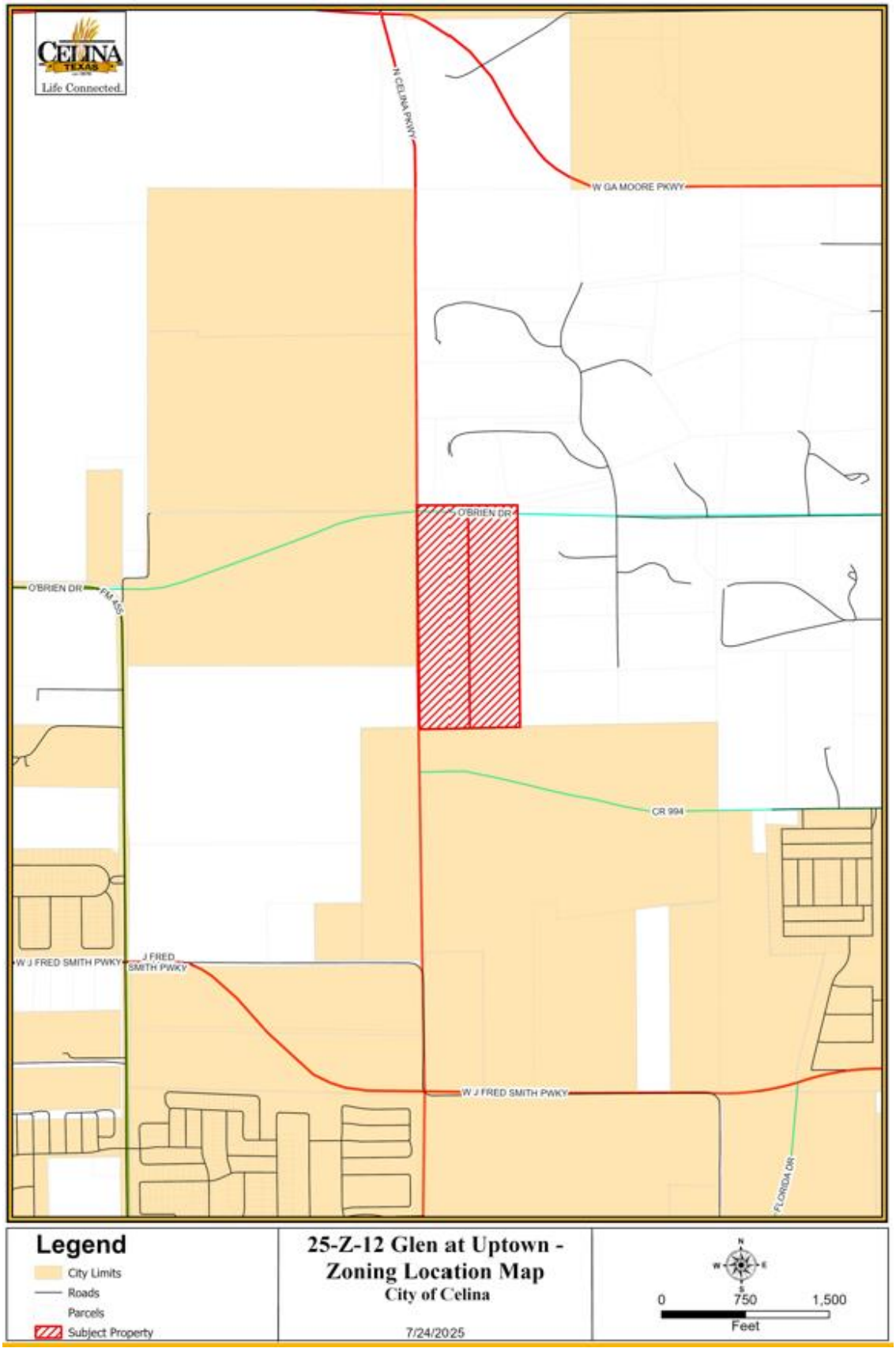

CELINA
TEXAS
Life Connected
N CELINA PKWY
W GA MOORE PKWY
O'BRIEN DR
O'BRIEN DR
FM 455
CR 994
W J FRED SMITH PWKY
J FRED SMITH PWKY
W J FRED SMITH PWKY
FLORIDA DR
Legend
City Limits
Roads
Parcels
Subject Property
25-Z-12 Glen at Uptown - Zoning Location Map
City of Celina
7/24/2025
N
W
E
S
0
750
1,500
Feet

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between PH Land Holdings, LLC, a Texas limited liability company (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, The Douglas and Saundra Barker Living Trust (the "Owner") owns 40.176 acres of land, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, 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 master planned residential development, consisting of 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 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, 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 annexing the Property into the boundaries of Uptown Municipal Utility District No. 1 of Collin County (the "MUD"); 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 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 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

MUD means the Uptown Municipal Utility District No. 1 of Collin County consisting of the real property governed by the Uptown Development Agreement, as amended.

MUD Property means, collectively, the Property and the real property governed by the Uptown Development Agreement.

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.

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, Roadway Improvements, Wastewater Improvements, and Water Improvements.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit F**.

Special District Bonds means bonds issued by the MUD.

Uptown Development Agreement means that certain Development Agreement by and between the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill"), effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140, as amended by (i) that certain First Amendment to Development Agreement, effective November 11, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20211216002537340, (ii) that certain Second Amendment to Development Agreement, effective May 10, 2022 recorded in the Official Public Records of Collin County as Instrument No. 2022000086305, (iii) that certain Third Amendment to Development Agreement, effective August 8, 2023 recorded in the Official Public Records of Collin County as Instrument No. 2024000094200, (iv) that certain Fourth Amendment to Development Agreement, effective August 10, 2024 recorded in the Official Public Records of Collin County as Instrument No. 2024000102215, (v) that certain Fifth Amendment to Development Agreement, effective January 14, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000010063, and (vi) that certain Sixth Amendment to Development Agreement, effective February 11, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000016584.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit G**.

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 and Easement Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the rights-of-way and easements for thoroughfares, roads, streets, alleys, and utilities.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, 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) Two (2) lanes of Celina Parkway for the portion of Celina Parkway located along the boundary line of the Property, as shown on **Exhibit F** attached hereto; and

(3) Two (2) lanes of O'Brien Drive for the portion of O'Brien Drive located along the boundary line of the Property, as shown on **Exhibit F** attached hereto.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit G**, 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

(2) All offsite water Public Improvements, as shown on **Exhibit G** attached hereto.

(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.

(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 Public 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 roadway and storm water Public 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.

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.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Impact Fees.

(a) Residential. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development of the Property that are charged uniformly to other developments located in the corporate limits of the City. All impact fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each lot.

(b) 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 H** 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 H**.

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 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. CITY APPROVAL OF DEVELOPER'S SELECTED DEFENSE COUNSEL SHALL NOT BE UNREASONABLY WITHHELD, DELAYED, OR CONDITIONED. 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 fifteen (15) years after the Effective Date, except that Section 3.4 and **Exhibit D**, plus all provisions referenced in Section 3.4 and all provisions related to **Exhibit D**, 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, 2025 or if Developer notifies the City in writing prior to December 31, 2025 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 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 City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, 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.

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
MUD ANNEXATION & INFRASTRUCTURE FINANCING

7.1 City Consent to MUD Annexation. The Developer intends to submit, or cause the submission, to the City a Petition for Consent to Annexation, requesting the City's consent to annex the Property into the boundaries of the MUD. The City hereby agrees to consent to the

inclusion of the Property in the MUD by adoption and execution of a consent resolution (the "MUD Annexation Consent Resolution") in the form attached as **Exhibit E**.

7.2 Special District Financing.

(a) Pursuant to the Fourth Amendment to the Uptown Development Agreement, the City agreed that the total amount of Special District Bonds shall not exceed Three Hundred Million and No/100 Dollars ($300,000,000.00). The City hereby agrees that the total amount of Special District Bonds issued by the MUD shall not exceed $350,000,000.00 as a result of Owner's annexation of the Property contained herein into the MUD. Special District Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.2(a) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.3 Special District Notices. When selling any of the Property, Owner shall provide notice in a form required by Section 49.452 of the Texas Water Code, as amended, to anyone who purchases property within the MUD notifying the purchaser of the information required by said State statute. Further, such Owner shall require builders selling homes to continuously post a notice of the MUD property tax in a conspicuous location in each model home and provide an explanation of the property tax 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.

9.1.1 Assignment by Developer to the MUD. Developer has the right to assign to the MUD those portions of this Agreement concerning the design, construction, installation, maintenance and repair of any Public Infrastructure. Thereafter, for limited purposes of such assignment, the MUD shall be considered and "Assignee," and, therefore, a Party for the purposes of this Agreement. Each assignment (i) must be in writing executed by Developer and the MUD, (ii) must obligate the MUD to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interest being assigned, and (iii) must identify by section number of the Development Agreement, as amended, the specific obligations to be assumed by the MUD. A copy of each assignment will be provided to all Parties after execution. From and after such assignment, the City agrees to look solely to the MUD for the performance of all obligations assigned to the MUD and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the MUD's failure to perform the assigned obligations; provided, however, Developer shall not be released until the City receives the assignment. No assignment by Developer shall release Developer from liability resulting 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. Developer must maintain written records of all assignments made by Developer to the MUD, including a copy of each executed assignment, and, upon written request from any 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 having the same legal authority as the City to perform the City's obligations under this Agreement (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 City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034

E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer:

Attn: Kyle Kooda
PH Land Holdings, LLC
5055 W. Park Blvd., Ste 500
Plano, Texas 75093
Email: kyle.kooda@perryhomes.com
RELegal@perryhomes.com
TEL: (972) 629-3881

With a copy to:

Attn: Joshua A. Bethke
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: jbethke@coatsrose.com
TEL: (972) 982-8454

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 or delay 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	MUD Annexation Consent Resolution
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	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 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 Certifications. The Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees they will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 11.18 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 11.18 during the term of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on July 8, 2025.

Date: 7/8/2025

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

THE CITY OF CELINA TEXAS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8th day of July, 2025, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

JEOVANNA RUBIO
Notary Public, State of Texas
Comm. Expires 10-03-2026
Notary ID 133995676

Jeovanna Rubio
Name printed or typed

Commission Expires: 10-03-2026

DEVELOPER:

PH LAND HOLDINGS, LLC,
a Texas limited liability company

By: _____
Name: Michael C. Brisch
Title: Chief Legal and Administrative Officer

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on July 7, 2025, personally appeared Michael C. Brisch, Chief Legal and Administrative Officer of PH Land Holdings, LLC, 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

ARIANNA NUNEZ
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #135199746
Expires December 12, 2028

EXHIBIT A
DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION

40.176 ACRES

BEING a tract of land situated in the County of Collin, State of Texas and being part of the S. A. & M. G. R. R. Company Survey, Abstract No. 877, and being all of the called 20.118 acre tract of land conveyed by General Warranty Deed from Douglas J. Barker and Sandra Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618110, Official Public Records, Collin County, Texas and the called 20.141 acre tract of land conveyed by General Warranty Deed from Douglas Jay Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618120, of said Official Public Records, and being more particularly describes by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of called 121.653 acres of land conveyed to Uptown Residential Development, Inc., recorded in Instrument No. 2024000155838, said Official Public Records, the Northeast corner of the called 25.089 acres of land conveyed to One Longhorn Land I, LP, recorded in Instrument No. 20220103000004740, said Official Public Records and the Southwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 00°22'23" West, with the West line of said Barker 20.141 ac., passing a 1/2 inch capped rebar found at the most Western Southeast corner of the called 163.603 acre tract of land conveyed to Shawn Ganji, recorded in Volume 5373, Page 3945, said Official Public Records, at 1950.32 feet, continuing on said course with an East line of said Ganji 163.603 ac., for a **TOTAL** distance of 1986.93 feet to a 1/2 inch rebar found leaning at an inside Ell corner of said Ganji 163.603 ac. and the Northwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 88°52'14" East, along and near a wire fence, with the North line of said Barker 20.141 ac. and 20.118 ac., passing the Southwest corner of the called 24.870 acre tract of land conveyed to BV Capital Solutions, LLC, recorded in Instrument No. 2024000106668, said Official Public Records, continuing on said course now with the South line of said BV Capital Solutions 24.870 ac., for a distance of 876.93 feet to a bois d'arc corner post at the Northwest corner of the called 11.786 acre tract of land conveyed to David W. Plunkett and Blaire D. Plunkett, recorded in Instrument No. 20150408000390940, said Official Public Records, an angle point of said BV Capital Solutions, LLC and the Northwest corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 00°37'06" East, continuing along or near the general course of a wire fence, with the East line of said Barker 20.118 ac. and the West lines of said Plunkett 11.786 ac., Griggs Farm Addition to Collin County, Texas, recorded in Instrument No. 19000101001023210, Plat Records, Collin County, Texas, passing a 1/2 inch square tube found at the Northwest corner of the called 10.00 acre tract of land conveyed to David Goldman and Shannon Goldman, recorded in Instrument No. 20180614000732750 at 994.87 ft., continuing on said course now with the East line of said Goldman 10.00 ac., passing a 1/2 inch rebar found at the Northwest corner of Michele Theurer and Thomas G. Theurer, recorded in Instrument No. 20130617000837780 and the Southwest corner of said Goldman

10.00 ac. at 1640.88 ft., continuing on said course now with the West line of said Theurer 10.00 ac. for a **TOTAL** distance of 1985.42 feet to a 1/2 inch iron rod found in the North line of said Uptown Residential Development 121.653 ac., at the Southwest corner of said Theurer 10.00 ac. and the Southeast corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 88°46'44" West, with the North line of said Uptown Residential Development 121.653 ac. and the South lines of said Barker 20.118 ac. and 20.141 ac. a distance of 885.45 feet to the **POINT OF BEGINNING** containing 1,750,067 square feet or 40.176 acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY

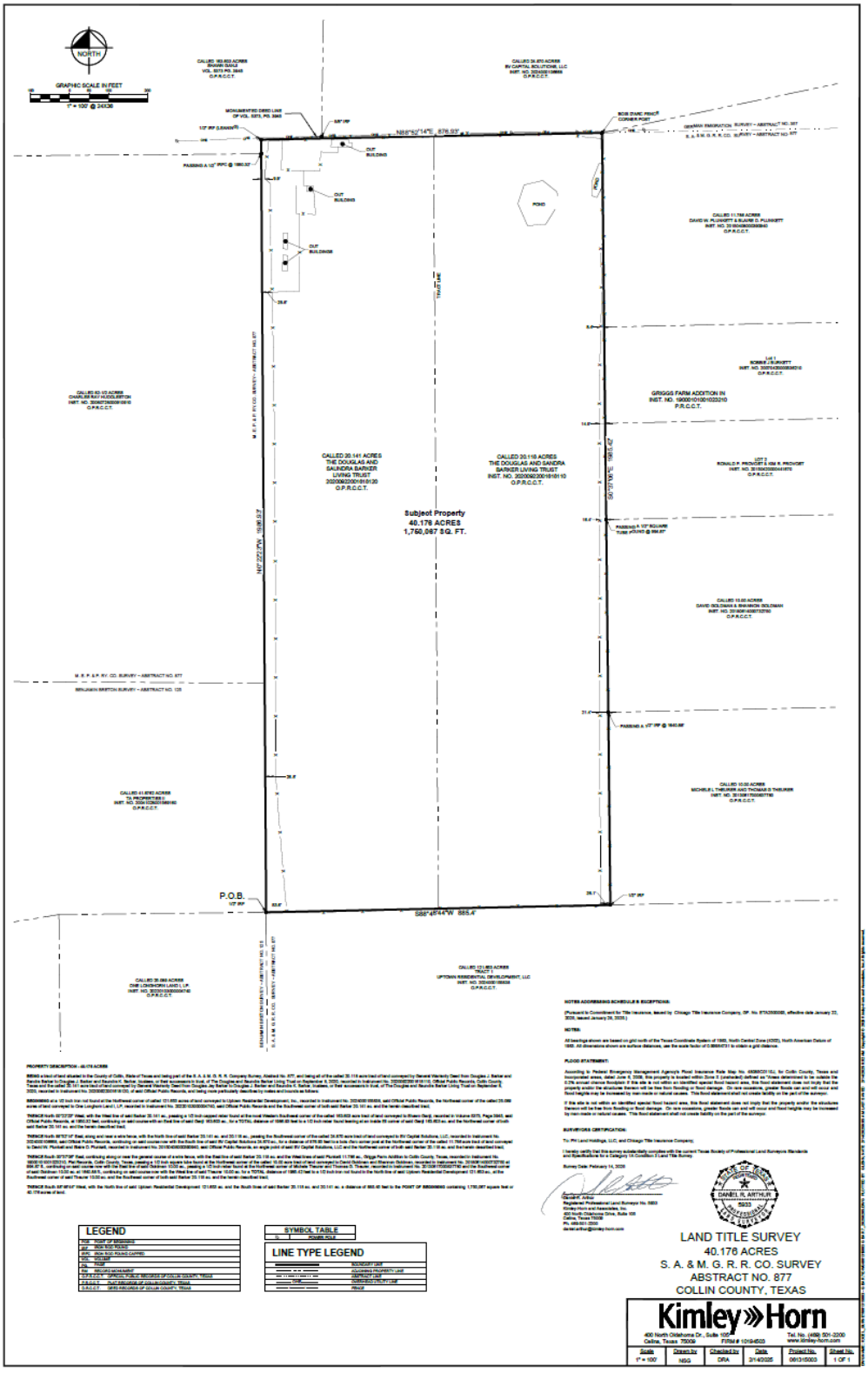


EXHIBIT C
CONCEPT PLAN

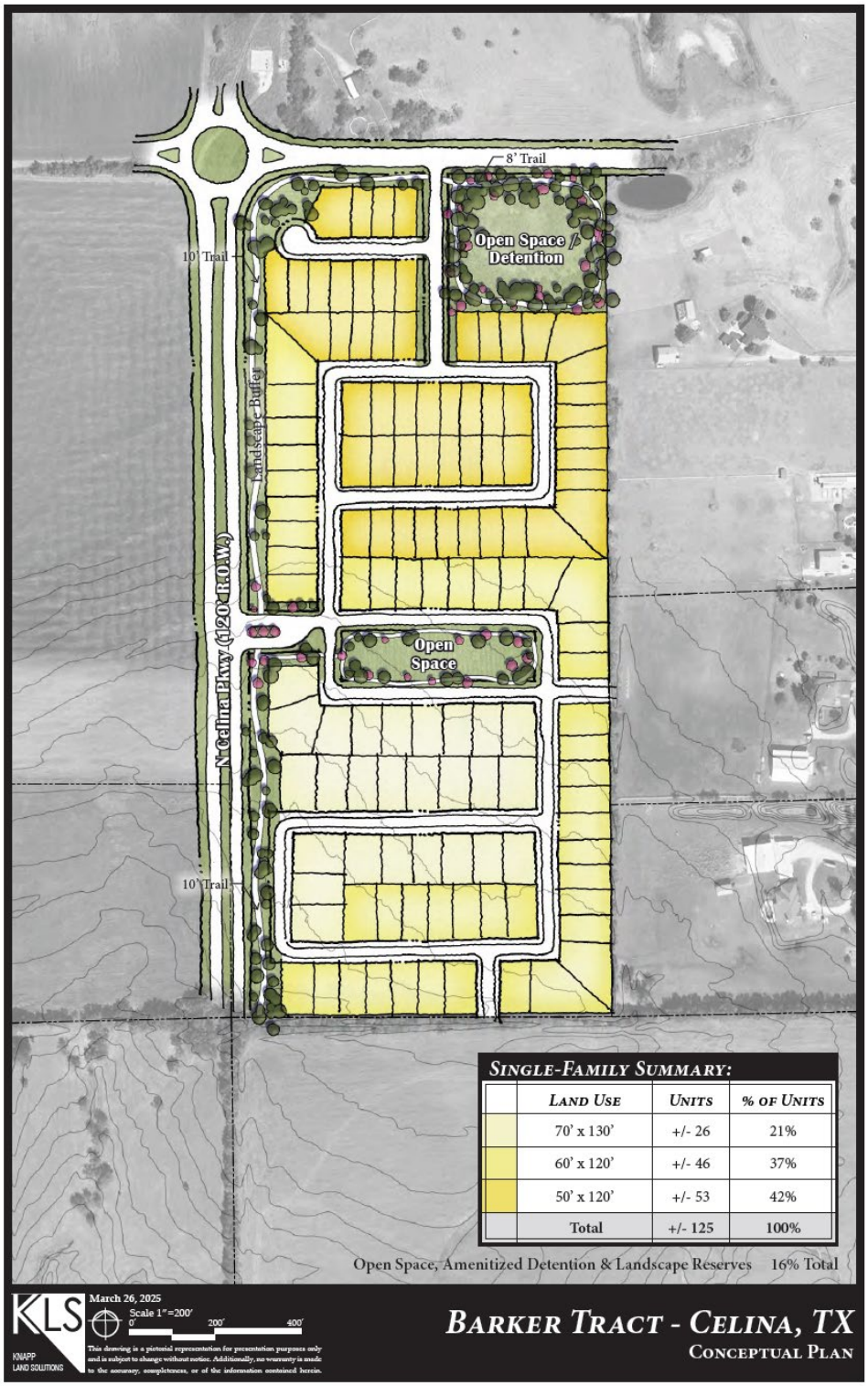


EXHIBIT D
DEVELOPMENT STANDARDS

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.

Zoning

- The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	60’	70’
Lot % (Min/Max)	60% Max.	N/A	10% Min.

- Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

Open Space, Trails, and Amenities

- The centralized open space area as generally shown, will serve as the amenity, with a minimum of two of the following elements incorporated (dog park, playground, splash pad, pavilion, improved picnic areas or enhanced gathering areas, or comparable element determined during Plan Review)

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.

EXHIBIT E
CONSENT RESOLUTION

RESOLUTION NO.

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the "City") received a Petition for Consent to Annexation of Land into Uptown Municipal Utility District No. 1 of Collin County (the "Petition") executed by _____, a _____ (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 40.176-acre tract of land described therein (the "Property") to Uptown Municipal Utility District No. 1 of Collin County (the "District"), the same being currently located in the extraterritorial jurisdiction of the City, and is intended to be voluntarily annexed into the corporate limits of the City so that the entirety of the Property is located within the corporate limits of the City at the time of annexation into the District; and

WHEREAS, Texas Water Code, Section 54.016, provides that no land within the corporate limits of a city shall be included in a district without the written consent of such city; and

WHEREAS, notwithstanding anything to the contrary contained in any agreement relating to the District, whether entered into by Petitioner or any other entity, the City hereby agrees that the maximum aggregate principal amount of bonds issued by the District shall not exceed $350,000,000.00; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the annexation into the District of the Property described on the attached metes and bounds description currently located in the extraterritorial jurisdiction of the City of Celina and is intended to be voluntarily annexed into the corporate limits of the City of Celina so that the entirety of the Property is located within the corporate limits of the City of Celina at the time of annexation into the District and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage

system, and roadway system in the maximum aggregate principal amount of $350,000,000 for all property located within the District provided that:

A. The District constructs facilities to serve the Property in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.
B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.
C. The District may not annex land into the District without the City's prior approval.
D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.
E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
    1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
    2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
    3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
    4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the District may not provide retail or wholesale water or wastewater services.
F. PH Land Holdings, LLC shall enter into the Development Agreement with the City for the Property.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the _____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT F
ROADWAY IMPROVEMENTS

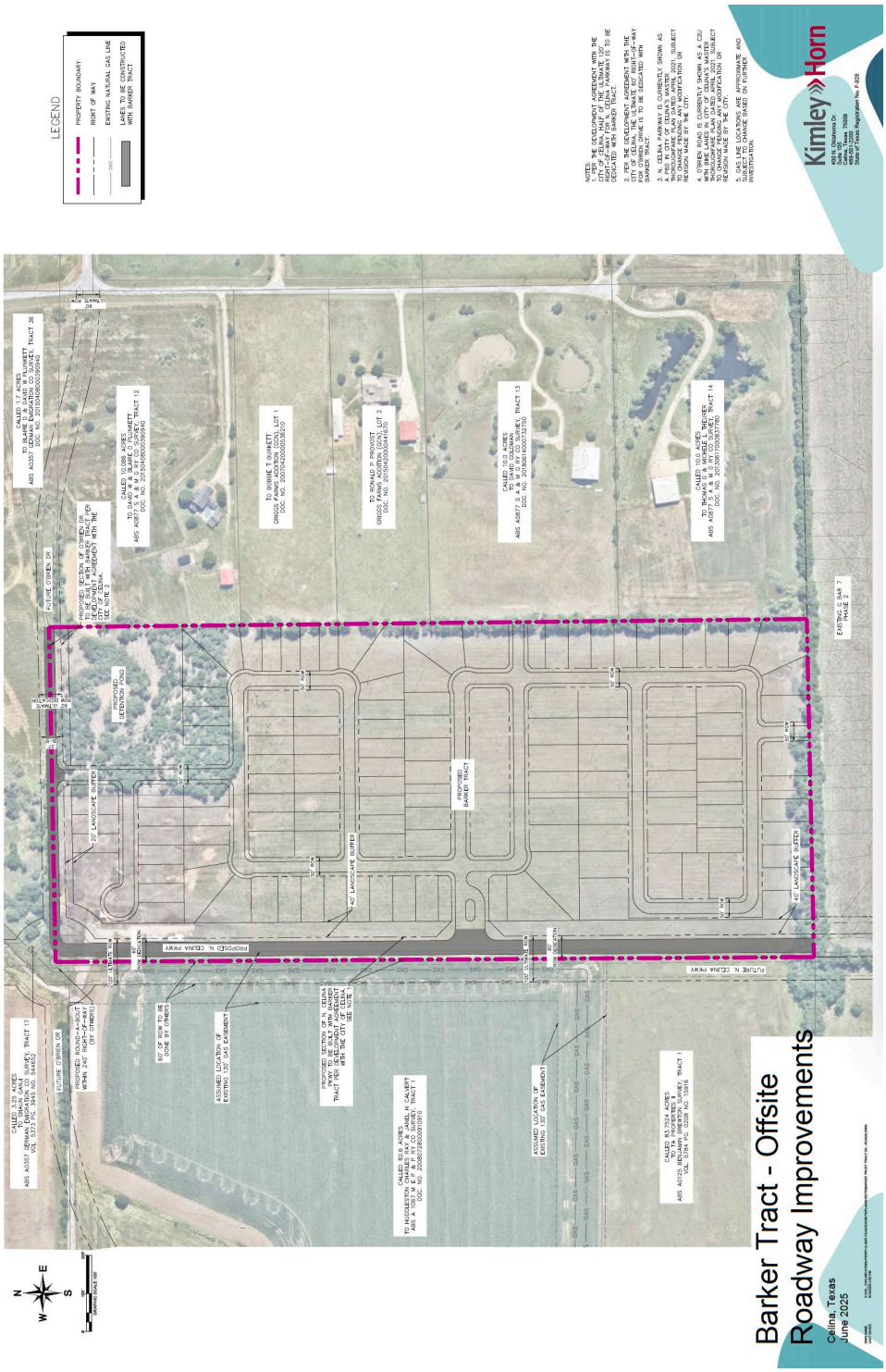


EXHIBIT G
WATER IMPROVEMENTS

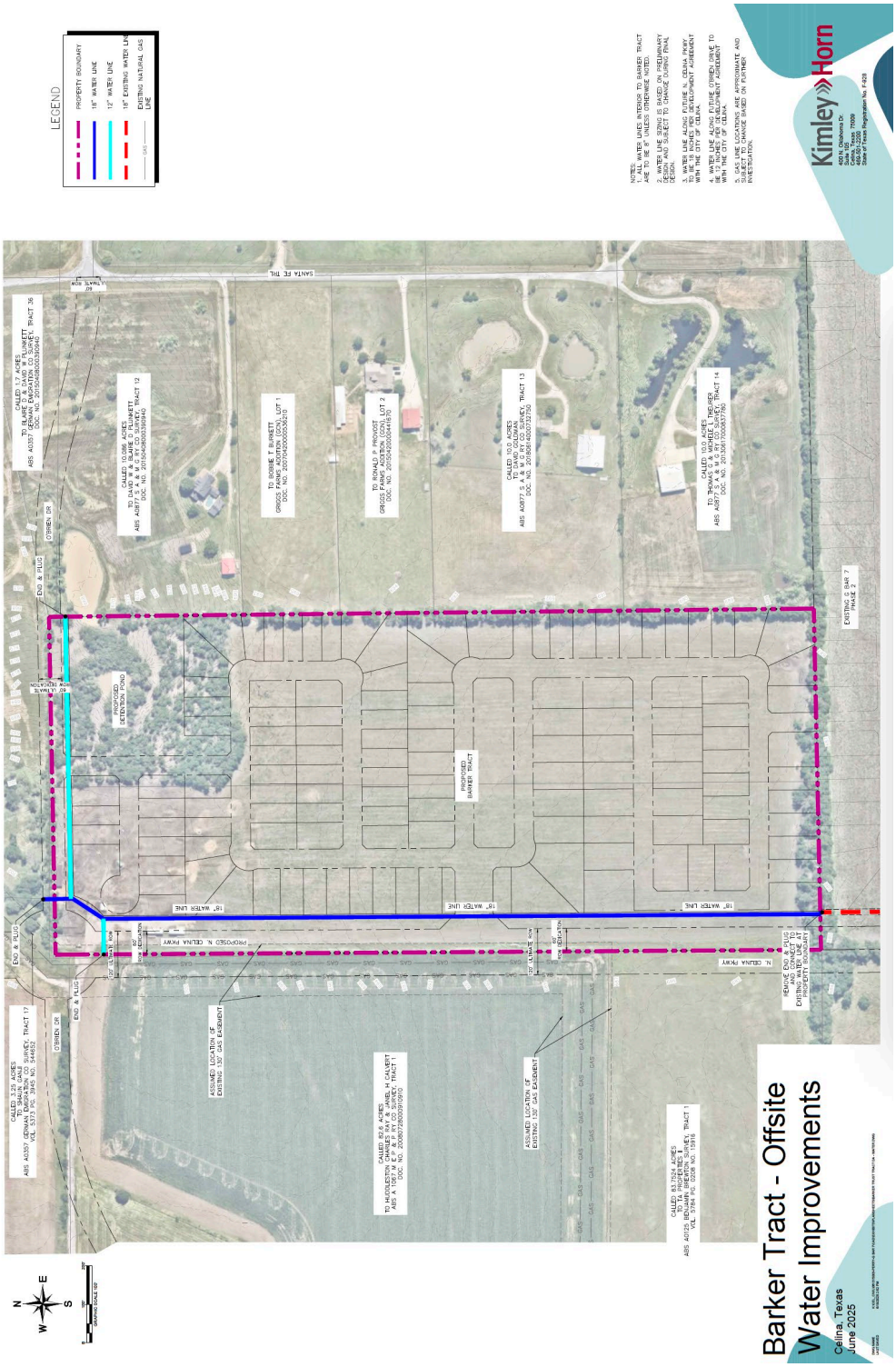


EXHIBIT H

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

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: 2025000087780

eRecording - Real Property

AGREEMENT

Recorded On: July 14, 2025 03:14 PM

Number of Pages: 46

" Examined and Charged as Follows: "

Total Recording: $201.00

********** **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:	2025000087780
Receipt Number:	20250714000701
Recorded Date/Time:	July 14, 2025 03:14 PM
User:	Michelle W
Station:	Workstation cck025

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 41 acres to a Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, and modified development standards; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. (Glen at Uptown – PD Zoning) (Mohan)

Background Information:
This item is related to the zoning of approximately 41 acres, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. The City Council approved a Development Agreement for the subject property in July 2025 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:
This zoning Ordinance follows a standard template approved by the City Attorney's Office.

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

4. Filed DA

Financial Consideration:
N/A

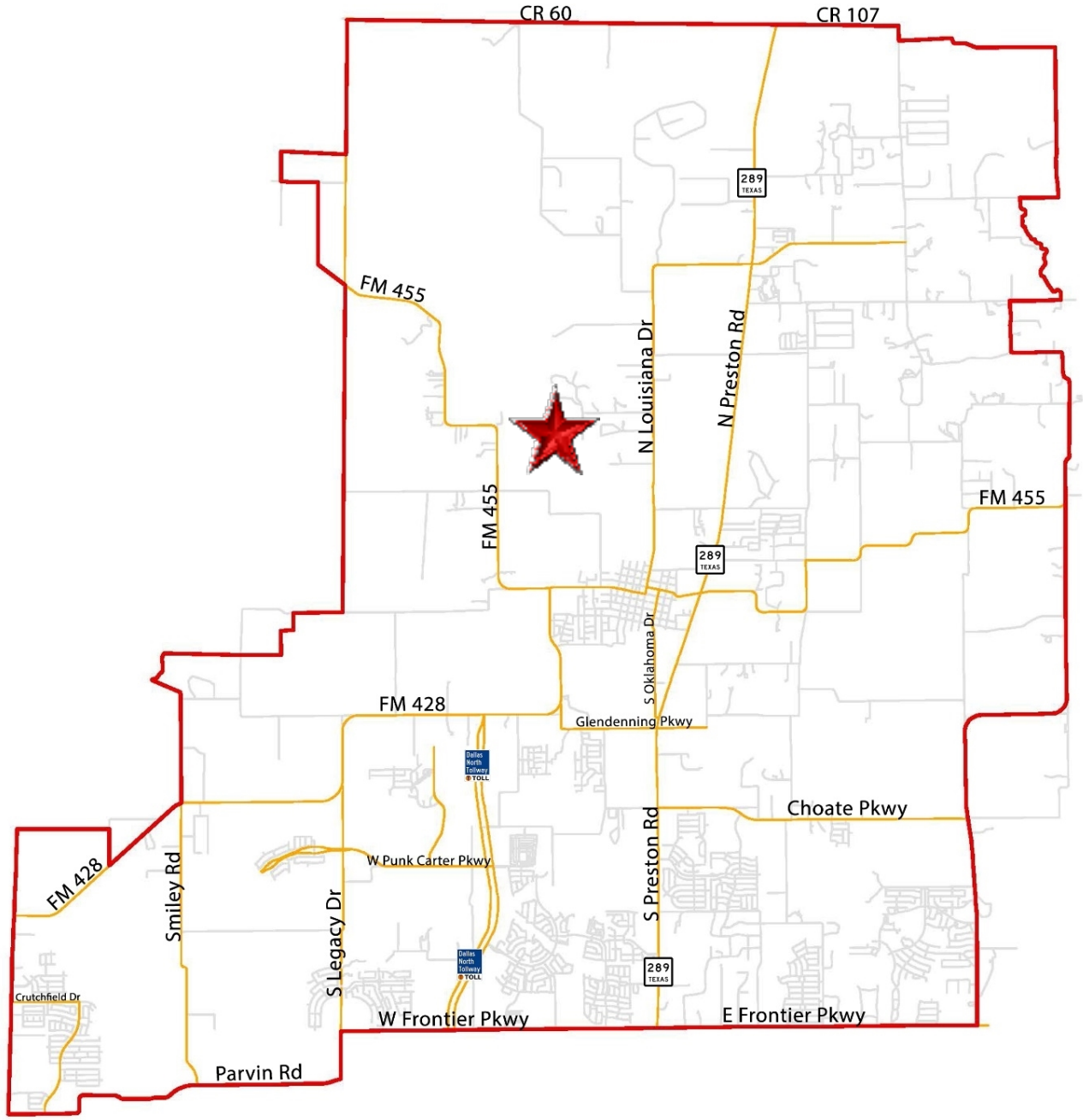
Staff Recommendation:
Staff recommends approval as presented, per the governing Development Agreement.

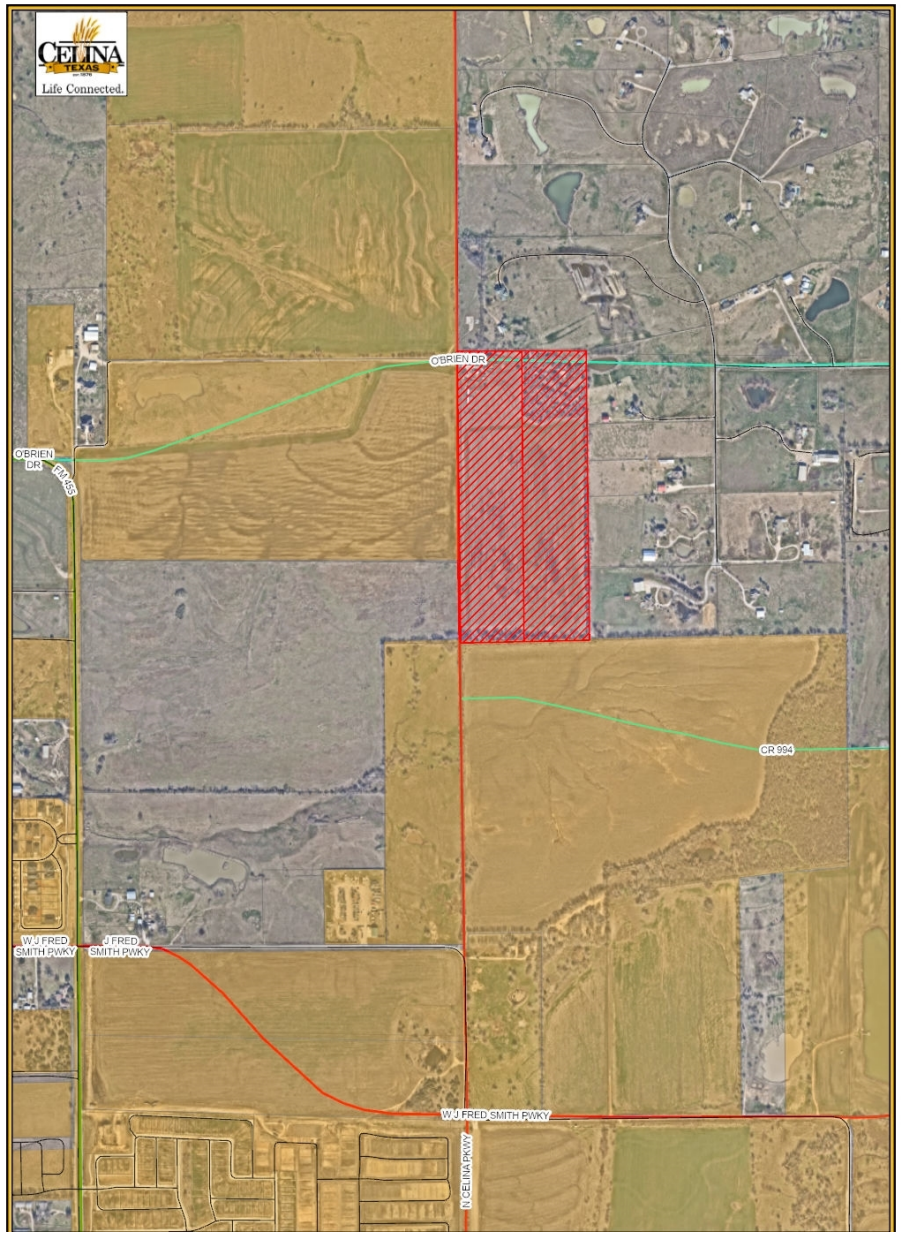
GLEN AT UPTOWN

Annexation & PD Zoning

City Council
September 9, 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
S Preston Rd
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
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 future Celina Parkway and future O'Brien Drive

BACKGROUND

- The subject property is approximately 41 acres
- The applicant is proposing to develop an extension of a new single-family neighborhood
- A Development Agreement was approved by the City Council in July 2025 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

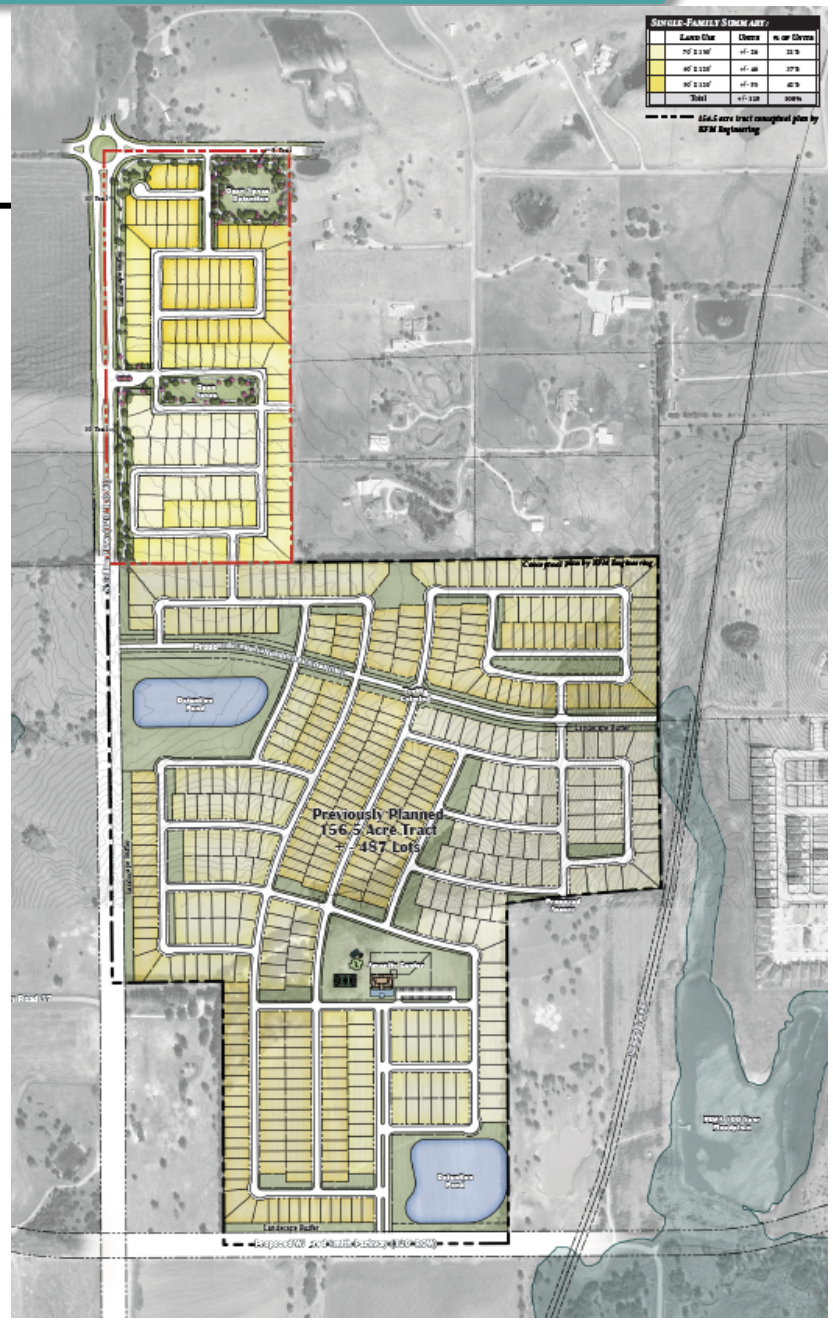
CONCEPT PLAN

SINGLE-FAMILY SUMMARY:

	LAND USE	UNITS	% OF UNITS
	70' x 130'	+/- 26	21%
	60' x 120'	+/- 46	37%
	50' x 120'	+/- 53	42%
	Total	**+/- 125**	**100%**



CONCEPT PLAN



ZONING OVERVIEW

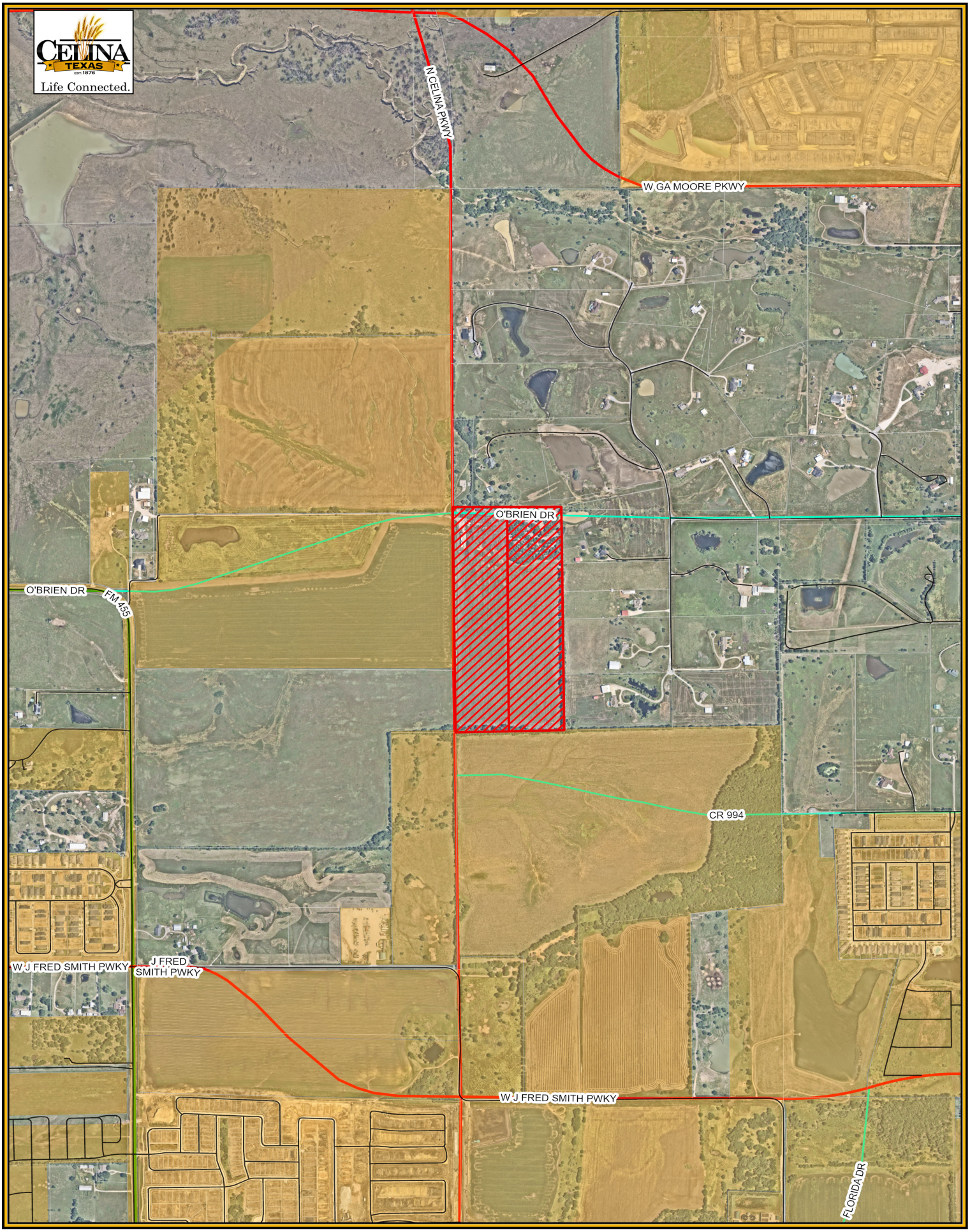
- The Planned Development contemplates an extension of single-family uses with a base of Single-Family Residential Detached District (SF-R)
- The following lot mix is proposed:
  - 50’ wide lots (60% max.)
  - 60’ wide lots
  - 70’ wide lots (10% min.)
  - No alleys proposed
- The project is within the 3.5 density cap of the Zoning Ordinance

POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The request brings 41 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- A new neighborhood does not conflict with the City's long-range plans
- No multi-family is proposed

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in August
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-12 Glen at Uptown - Zoning Location Map

City of Celina

7/24/2025

N
W E
S

0 750 1,500

Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-____
GLEN AT UPTOWN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 41 ACRES LOCATED IN THE S. A. & M. G. R. R. COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF FUTURE CELINA PARKWAY AND FUTURE O'BRIEN DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 159 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), 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. 159 with a base zoning of Single-Family Residential, Detached District (SF-R), 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. 159 with a base zoning of Single-Family Residential, Detached District (SF-R), 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 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING a tract of land situated in the County of Collin, State of Texas and being part of the S. A. & M. G. R. R. Company Survey, Abstract No. 877, and being all of the called 20.118 acre tract of land conveyed by General Warranty Deed from Douglas J. Barker and Sandra Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618110, Official Public Records, Collin County, Texas and the called 20.141 acre tract of land conveyed by General Warranty Deed from Douglas Jay Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618120, of said Official Public Records, and being more particularly describes by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of called 121.653 acres of land conveyed to Uptown Residential Development, Inc., recorded in Instrument No. 2024000155838, said Official Public Records, the Northeast corner of the called 25.089 acres of land conveyed to One Longhorn Land I, LP, recorded in Instrument No. 20220103000004740, said Official Public Records and the Southwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 00°22'23" West, with the West line of said Barker 20.141 ac., passing a 1/2 inch capped rebar found at the most Western Southeast corner of the called 163.603 acre tract of land conveyed to Shawn Ganji, recorded in Volume 5373, Page 3945, said Official Public Records, at 1950.32 feet, continuing on said course with an East line of said Ganji 163.603 ac., for a TOTAL distance of 1986.93 feet to a 1/2 inch rebar found leaning at an inside Ell corner of said Ganji 163.603 ac. and the Northwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 88°52'14" East, along and near a wire fence, with the North line of said Barker 20.141 ac. and 20.118 ac., passing the Southwest corner of the called 24.870 acre tract of land conveyed to BV Capital Solutions, LLC, recorded in Instrument No. 2024000106668, said Official Public Records, continuing on said course now with the South line of said BV Capital Solutions 24.870 ac., for a distance of 876.93 feet to a bois d'arc corner post at the Northwest corner of the called 11.786 acre tract of land conveyed to David W. Plunkett and Blaire D. Plunkett, recorded in Instrument No. 20150408000390940, said Official Public Records, an angle point of said BV Capital Solutions, LLC and the Northwest corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 00°37'06" East, continuing along or near the general course of a wire fence, with the East line of said Barker 20.118 ac. and the West lines of said Plunkett 11.786 ac., Griggs Farm Addition to Collin County, Texas, recorded in Instrument No. 19000101001023210, Plat Records, Collin County, Texas, passing a 1/2 inch square tube found at the Northwest corner of the called 10.00 acre tract of land conveyed to David Goldman and Shannon Goldman, recorded in Instrument No. 20180614000732750 at 994.87 ft., continuing on said course now with the East line of said Goldman 10.00 ac., passing a 1/2 inch rebar found at the Northwest corner of Michele Theurer and Thomas G. Theurer, recorded in Instrument No. 20130617000837780 and the Southwest corner of said Goldman 10.00 ac. at 1640.88 ft., continuing on said course now with the West line of said Theurer 10.00 ac. for a TOTAL distance of 1985.42 feet to a 1/2 inch iron rod found in the North line of said Uptown Residential Development 121.653 ac., at the

Southwest corner of said Theurer 10.00 ac. and the Southeast corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 88°46'44" West, with the North line of said Uptown Residential Development 121.653 ac. and the South lines of said Barker 20.118 ac. and 20.141 ac. a distance of 885.45 feet to the POINT OF BEGINNING containing 1,750,067 square feet or 40.176 acres of land.

Exhibit B
Depiction of Property

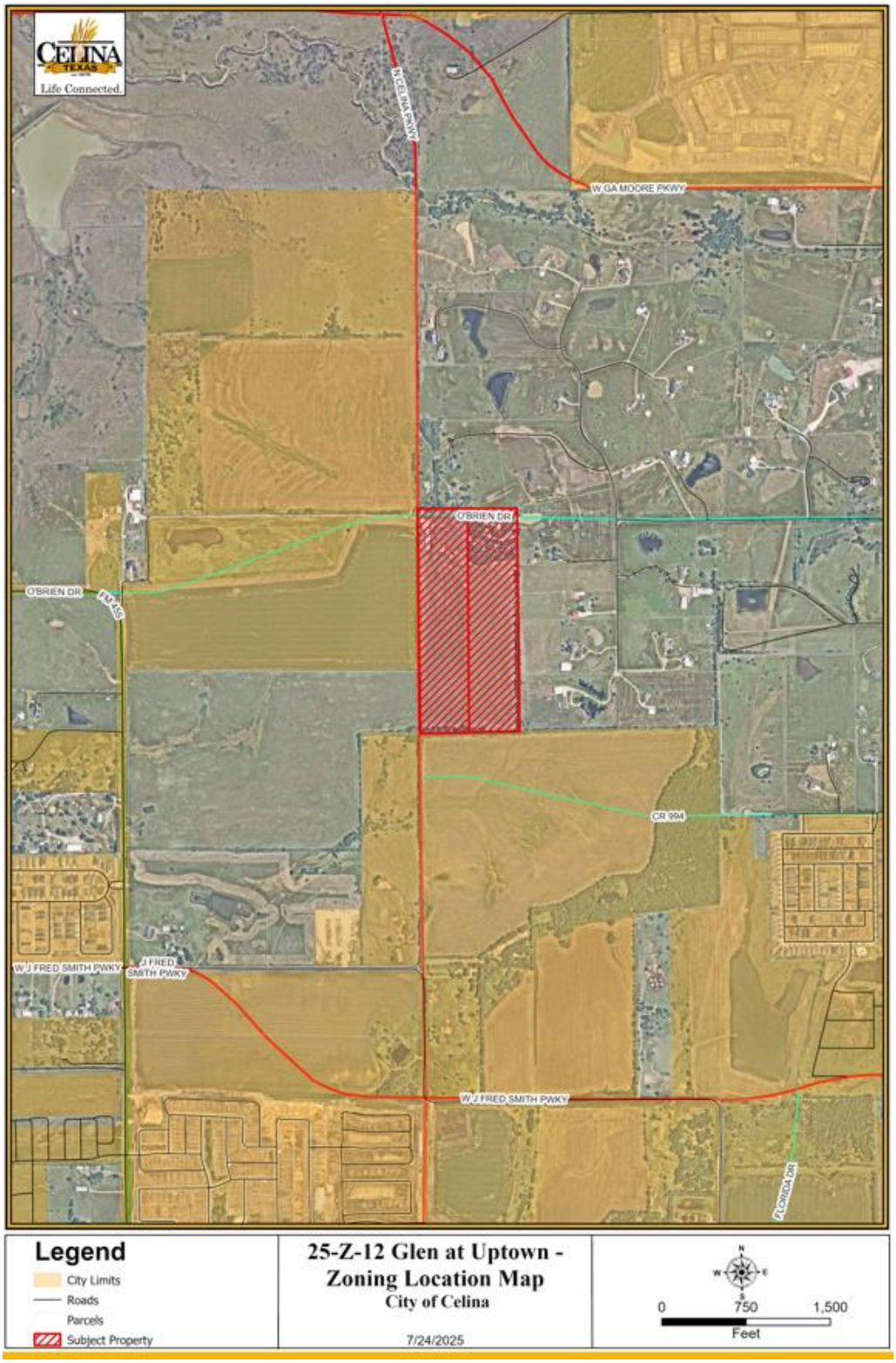


Exhibit C
Concept Plan



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), 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.

Zoning

1. The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	60’	70’
Lot % (Min/Max)	60% Max.	N/A	10% Min.

2. Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

Open Space, Trails, and Amenities

3. The centralized open space area as generally shown, will serve as the amenity, with a minimum of two of the following elements incorporated (dog park, playground, splash pad, pavilion, improved picnic areas or enhanced gathering areas, or comparable element determined during Plan Review)

Architecture

4. 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.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between PH Land Holdings, LLC, a Texas limited liability company (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, The Douglas and Saundra Barker Living Trust (the "Owner") owns 40.176 acres of land, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, 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 master planned residential development, consisting of 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 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, 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 annexing the Property into the boundaries of Uptown Municipal Utility District No. 1 of Collin County (the "MUD"); 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 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 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

MUD means the Uptown Municipal Utility District No. 1 of Collin County consisting of the real property governed by the Uptown Development Agreement, as amended.

MUD Property means, collectively, the Property and the real property governed by the Uptown Development Agreement.

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.

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, Roadway Improvements, Wastewater Improvements, and Water Improvements.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit F**.

Special District Bonds means bonds issued by the MUD.

Uptown Development Agreement means that certain Development Agreement by and between the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill"), effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140, as amended by (i) that certain First Amendment to Development Agreement, effective November 11, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20211216002537340, (ii) that certain Second Amendment to Development Agreement, effective May 10, 2022 recorded in the Official Public Records of Collin County as Instrument No. 2022000086305, (iii) that certain Third Amendment to Development Agreement, effective August 8, 2023 recorded in the Official Public Records of Collin County as Instrument No. 2024000094200, (iv) that certain Fourth Amendment to Development Agreement, effective August 10, 2024 recorded in the Official Public Records of Collin County as Instrument No. 2024000102215, (v) that certain Fifth Amendment to Development Agreement, effective January 14, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000010063, and (vi) that certain Sixth Amendment to Development Agreement, effective February 11, 2025 recorded in the Official Public Records of Collin County as Instrument No. 2025000016584.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit G**.

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 and Easement Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the rights-of-way and easements for thoroughfares, roads, streets, alleys, and utilities.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, 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) Two (2) lanes of Celina Parkway for the portion of Celina Parkway located along the boundary line of the Property, as shown on **Exhibit F** attached hereto; and

(3) Two (2) lanes of O'Brien Drive for the portion of O'Brien Drive located along the boundary line of the Property, as shown on **Exhibit F** attached hereto.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit G**, 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

(2) All offsite water Public Improvements, as shown on **Exhibit G** attached hereto.

(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.

(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 Public 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 roadway and storm water Public 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.

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.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Impact Fees.

(a) Residential. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development of the Property that are charged uniformly to other developments located in the corporate limits of the City. All impact fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each lot.

(b) 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 H** 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 H**.

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 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. CITY APPROVAL OF DEVELOPER'S SELECTED DEFENSE COUNSEL SHALL NOT BE UNREASONABLY WITHHELD, DELAYED, OR CONDITIONED. 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 fifteen (15) years after the Effective Date, except that Section 3.4 and **Exhibit D**, plus all provisions referenced in Section 3.4 and all provisions related to **Exhibit D**, 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, 2025 or if Developer notifies the City in writing prior to December 31, 2025 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 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 City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, 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.

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
MUD ANNEXATION & INFRASTRUCTURE FINANCING

7.1 City Consent to MUD Annexation. The Developer intends to submit, or cause the submission, to the City a Petition for Consent to Annexation, requesting the City's consent to annex the Property into the boundaries of the MUD. The City hereby agrees to consent to the

inclusion of the Property in the MUD by adoption and execution of a consent resolution (the "MUD Annexation Consent Resolution") in the form attached as **Exhibit E**.

7.2 Special District Financing.

(a) Pursuant to the Fourth Amendment to the Uptown Development Agreement, the City agreed that the total amount of Special District Bonds shall not exceed Three Hundred Million and No/100 Dollars ($300,000,000.00). The City hereby agrees that the total amount of Special District Bonds issued by the MUD shall not exceed $350,000,000.00 as a result of Owner's annexation of the Property contained herein into the MUD. Special District Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.2(a) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.3 Special District Notices. When selling any of the Property, Owner shall provide notice in a form required by Section 49.452 of the Texas Water Code, as amended, to anyone who purchases property within the MUD notifying the purchaser of the information required by said State statute. Further, such Owner shall require builders selling homes to continuously post a notice of the MUD property tax in a conspicuous location in each model home and provide an explanation of the property tax 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.

9.1.1 Assignment by Developer to the MUD. Developer has the right to assign to the MUD those portions of this Agreement concerning the design, construction, installation, maintenance and repair of any Public Infrastructure. Thereafter, for limited purposes of such assignment, the MUD shall be considered and "Assignee," and, therefore, a Party for the purposes of this Agreement. Each assignment (i) must be in writing executed by Developer and the MUD, (ii) must obligate the MUD to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interest being assigned, and (iii) must identify by section number of the Development Agreement, as amended, the specific obligations to be assumed by the MUD. A copy of each assignment will be provided to all Parties after execution. From and after such assignment, the City agrees to look solely to the MUD for the performance of all obligations assigned to the MUD and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the MUD's failure to perform the assigned obligations; provided, however, Developer shall not be released until the City receives the assignment. No assignment by Developer shall release Developer from liability resulting 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. Developer must maintain written records of all assignments made by Developer to the MUD, including a copy of each executed assignment, and, upon written request from any 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 having the same legal authority as the City to perform the City's obligations under this Agreement (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 City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034

E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer:

Attn: Kyle Kooda
PH Land Holdings, LLC
5055 W. Park Blvd., Ste 500
Plano, Texas 75093
Email: kyle.kooda@perryhomes.com
RELegal@perryhomes.com
TEL: (972) 629-3881

With a copy to:

Attn: Joshua A. Bethke
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: jbethke@coatsrose.com
TEL: (972) 982-8454

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 or delay 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	MUD Annexation Consent Resolution
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	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 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 Certifications. The Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Developer, its parent company, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees they will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 11.18 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 11.18 during the term of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on July 8, 2025.

Date: 7/8/2025

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

THE CITY OF CELINA TEXAS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8th day of July, 2025, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

JEOVANNA RUBIO
Notary Public, State of Texas
Comm. Expires 10-03-2026
Notary ID 133995676

Jeovanna Rubio
Name printed or typed

Commission Expires: 10-03-2026

DEVELOPER:

PH LAND HOLDINGS, LLC,
a Texas limited liability company

By: _____
Name: Michael C. Brisch
Title: Chief Legal and Administrative Officer

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on July 7, 2025, personally appeared Michael C. Brisch, Chief Legal and Administrative Officer of PH Land Holdings, LLC, 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

ARIANNA NUNEZ
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #135199746
Expires December 12, 2028

EXHIBIT A
DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION

40.176 ACRES

BEING a tract of land situated in the County of Collin, State of Texas and being part of the S. A. & M. G. R. R. Company Survey, Abstract No. 877, and being all of the called 20.118 acre tract of land conveyed by General Warranty Deed from Douglas J. Barker and Sandra Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618110, Official Public Records, Collin County, Texas and the called 20.141 acre tract of land conveyed by General Warranty Deed from Douglas Jay Barker to Douglas J. Barker and Saundra K. Barker, trustees, or their successors in trust, of The Douglas and Saundra Barker Living Trust on September 8, 2020, recorded in Instrument No. 20200922001618120, of said Official Public Records, and being more particularly describes by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of called 121.653 acres of land conveyed to Uptown Residential Development, Inc., recorded in Instrument No. 2024000155838, said Official Public Records, the Northeast corner of the called 25.089 acres of land conveyed to One Longhorn Land I, LP, recorded in Instrument No. 20220103000004740, said Official Public Records and the Southwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 00°22'23" West, with the West line of said Barker 20.141 ac., passing a 1/2 inch capped rebar found at the most Western Southeast corner of the called 163.603 acre tract of land conveyed to Shawn Ganji, recorded in Volume 5373, Page 3945, said Official Public Records, at 1950.32 feet, continuing on said course with an East line of said Ganji 163.603 ac., for a **TOTAL** distance of 1986.93 feet to a 1/2 inch rebar found leaning at an inside Ell corner of said Ganji 163.603 ac. and the Northwest corner of both said Barker 20.141 ac. and the herein described tract;

THENCE North 88°52'14" East, along and near a wire fence, with the North line of said Barker 20.141 ac. and 20.118 ac., passing the Southwest corner of the called 24.870 acre tract of land conveyed to BV Capital Solutions, LLC, recorded in Instrument No. 2024000106668, said Official Public Records, continuing on said course now with the South line of said BV Capital Solutions 24.870 ac., for a distance of 876.93 feet to a bois d'arc corner post at the Northwest corner of the called 11.786 acre tract of land conveyed to David W. Plunkett and Blaire D. Plunkett, recorded in Instrument No. 20150408000390940, said Official Public Records, an angle point of said BV Capital Solutions, LLC and the Northwest corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 00°37'06" East, continuing along or near the general course of a wire fence, with the East line of said Barker 20.118 ac. and the West lines of said Plunkett 11.786 ac., Griggs Farm Addition to Collin County, Texas, recorded in Instrument No. 19000101001023210, Plat Records, Collin County, Texas, passing a 1/2 inch square tube found at the Northwest corner of the called 10.00 acre tract of land conveyed to David Goldman and Shannon Goldman, recorded in Instrument No. 20180614000732750 at 994.87 ft., continuing on said course now with the East line of said Goldman 10.00 ac., passing a 1/2 inch rebar found at the Northwest corner of Michele Theurer and Thomas G. Theurer, recorded in Instrument No. 20130617000837780 and the Southwest corner of said Goldman

10.00 ac. at 1640.88 ft., continuing on said course now with the West line of said Theurer 10.00 ac. for a **TOTAL** distance of 1985.42 feet to a 1/2 inch iron rod found in the North line of said Uptown Residential Development 121.653 ac., at the Southwest corner of said Theurer 10.00 ac. and the Southeast corner of both said Barker 20.118 ac. and the herein described tract;

THENCE South 88°46'44" West, with the North line of said Uptown Residential Development 121.653 ac. and the South lines of said Barker 20.118 ac. and 20.141 ac. a distance of 885.45 feet to the **POINT OF BEGINNING** containing 1,750,067 square feet or 40.176 acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY

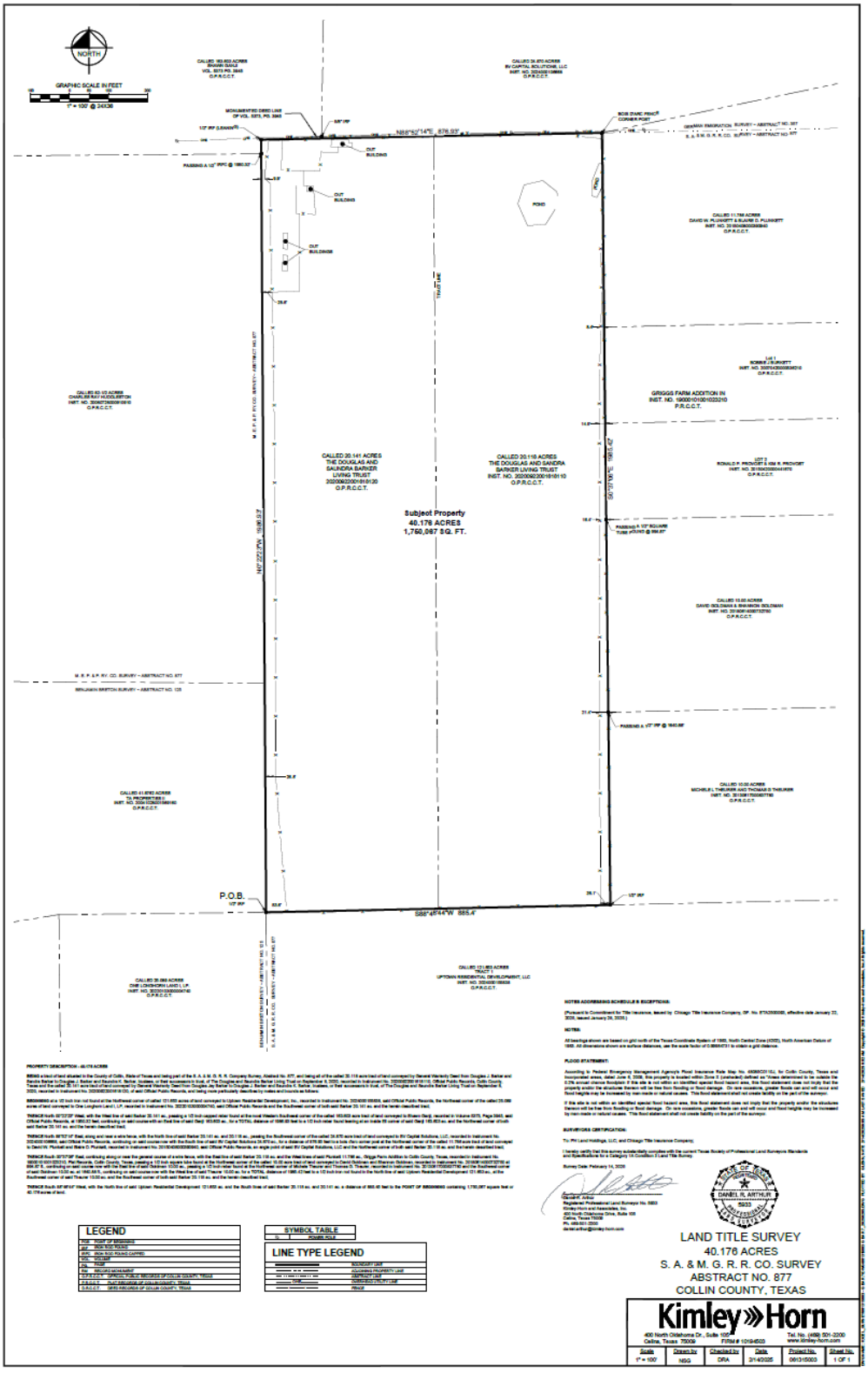


EXHIBIT C
CONCEPT PLAN

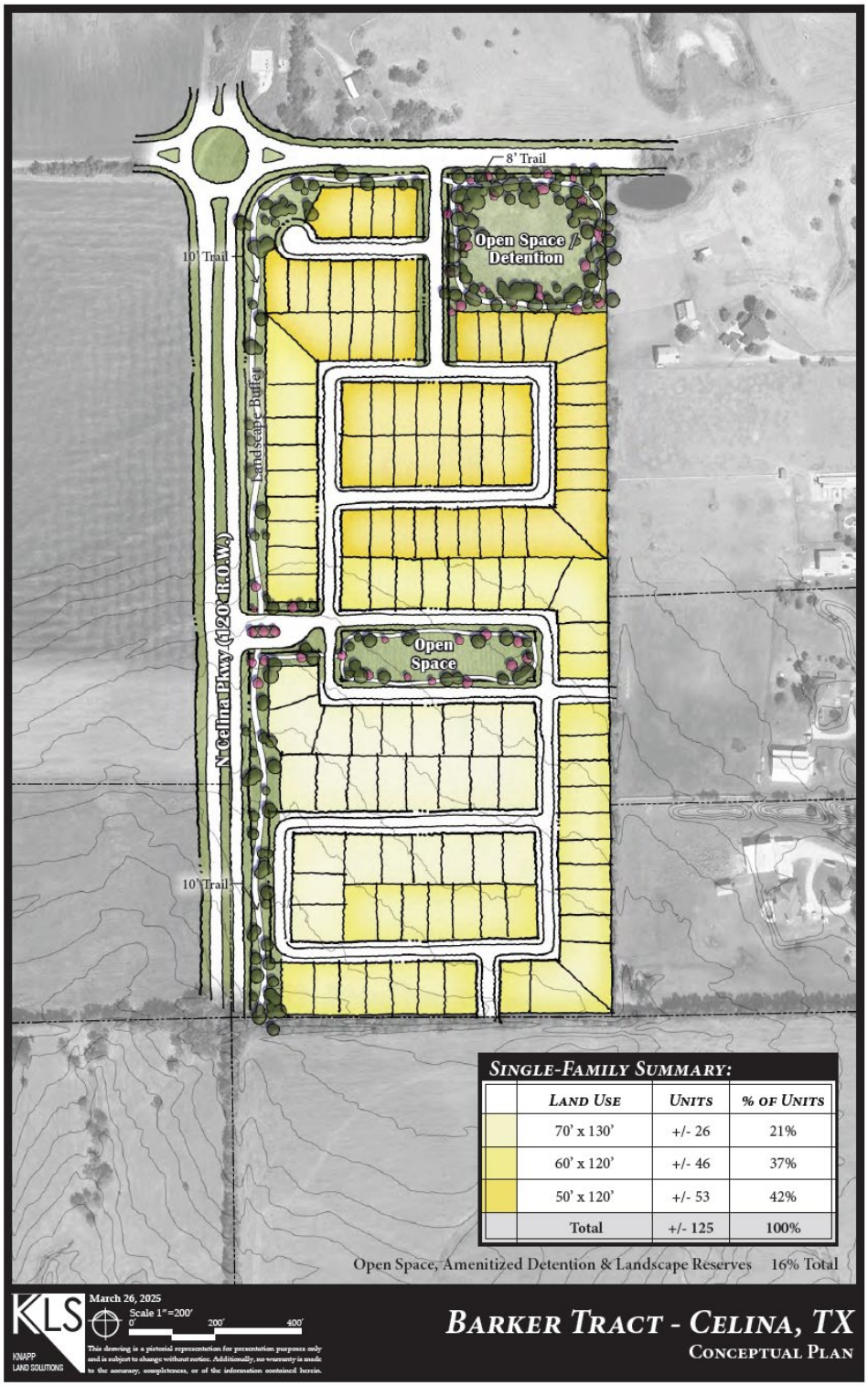


EXHIBIT D
DEVELOPMENT STANDARDS

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.

Zoning

- The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	60’	70’
Lot % (Min/Max)	60% Max.	N/A	10% Min.

- Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

Open Space, Trails, and Amenities

- The centralized open space area as generally shown, will serve as the amenity, with a minimum of two of the following elements incorporated (dog park, playground, splash pad, pavilion, improved picnic areas or enhanced gathering areas, or comparable element determined during Plan Review)

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.

EXHIBIT E
CONSENT RESOLUTION

RESOLUTION NO.

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the "City") received a Petition for Consent to Annexation of Land into Uptown Municipal Utility District No. 1 of Collin County (the "Petition") executed by _____, a _____ (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 40.176-acre tract of land described therein (the "Property") to Uptown Municipal Utility District No. 1 of Collin County (the "District"), the same being currently located in the extraterritorial jurisdiction of the City, and is intended to be voluntarily annexed into the corporate limits of the City so that the entirety of the Property is located within the corporate limits of the City at the time of annexation into the District; and

WHEREAS, Texas Water Code, Section 54.016, provides that no land within the corporate limits of a city shall be included in a district without the written consent of such city; and

WHEREAS, notwithstanding anything to the contrary contained in any agreement relating to the District, whether entered into by Petitioner or any other entity, the City hereby agrees that the maximum aggregate principal amount of bonds issued by the District shall not exceed $350,000,000.00; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the annexation into the District of the Property described on the attached metes and bounds description currently located in the extraterritorial jurisdiction of the City of Celina and is intended to be voluntarily annexed into the corporate limits of the City of Celina so that the entirety of the Property is located within the corporate limits of the City of Celina at the time of annexation into the District and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage

system, and roadway system in the maximum aggregate principal amount of $350,000,000 for all property located within the District provided that:

A. The District constructs facilities to serve the Property in accordance with the plans and specifications approved by the City. The City may charge fees for the review and approval of plans and specifications.
B. The City has the right to inspect all facilities being constructed by the District. The City may charge a fee for an inspection.
C. The District may not annex land into the District without the City's prior approval.
D. Bonds issued by the District shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City.
E. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
    1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
    2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
    3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
    4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the District may not provide retail or wholesale water or wastewater services.
F. PH Land Holdings, LLC shall enter into the Development Agreement with the City for the Property.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the _____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT F
ROADWAY IMPROVEMENTS

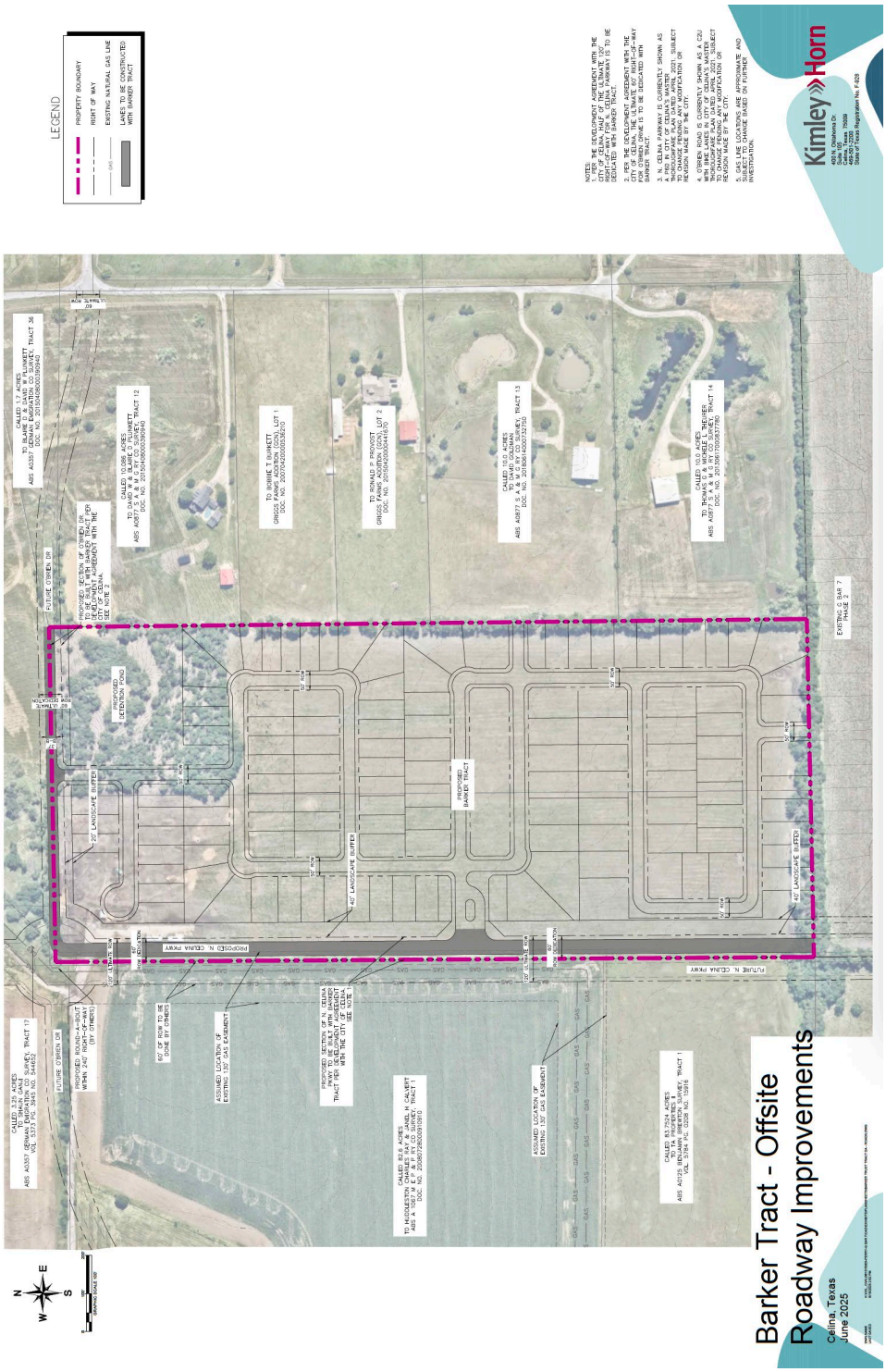


EXHIBIT G
WATER IMPROVEMENTS

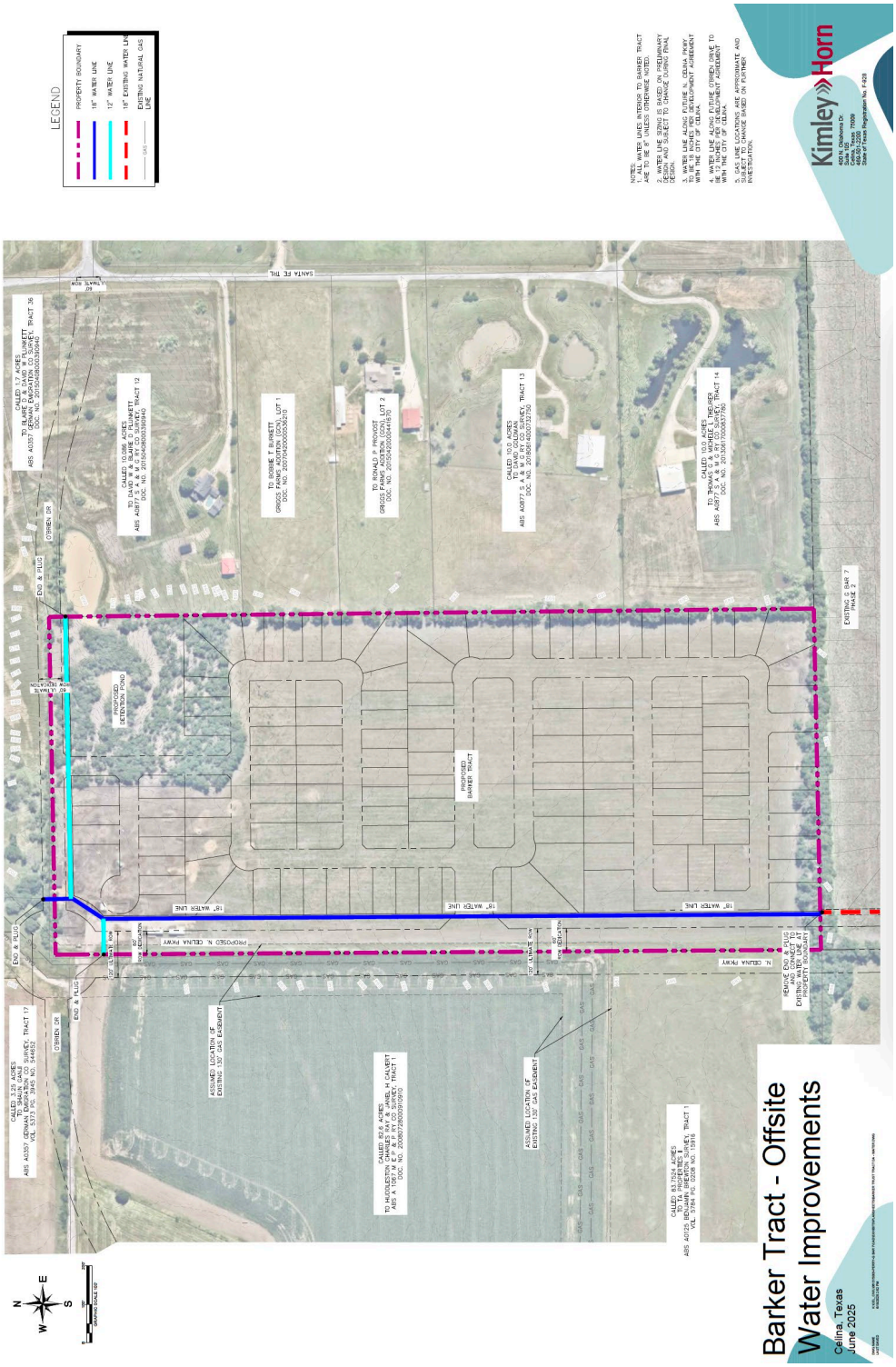


EXHIBIT H

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

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: 2025000087780

eRecording - Real Property

AGREEMENT

Recorded On: July 14, 2025 03:14 PM

Number of Pages: 46

" Examined and Charged as Follows: "

Total Recording: $201.00

********** **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:	2025000087780
Receipt Number:	20250714000701
Recorded Date/Time:	July 14, 2025 03:14 PM
User:	Michelle W
Station:	Workstation cck025

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 51 acres; generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway, within the Extraterritorial Jurisdiction (ETJ). (Creekbend (Legacy Branch) – C-3 Expedited Annexation) (Mohan)

Background Information:
This item is related to the annexation of approximately 51 acres, generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway, within the City's Extraterritorial Jurisdiction (ETJ). The City Council approved a Development Agreement for the subject property in July 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 Ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Draft Ordinance
4. Filed DA

5. Filed DA - First Amendment

Financial Consideration:
N/A

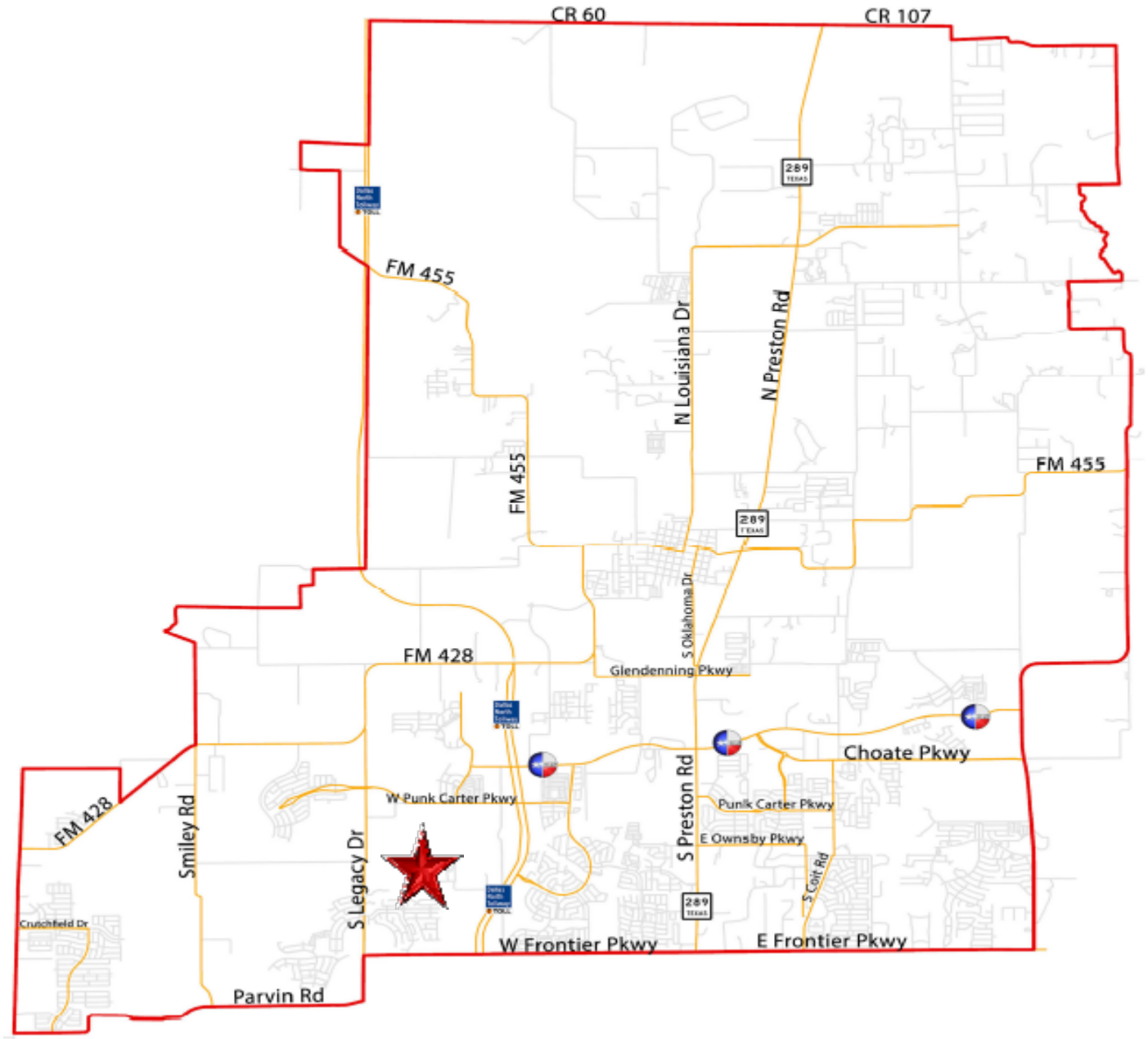
Staff Recommendation:
Staff recommends approval as presented, per the governing Development Agreement.

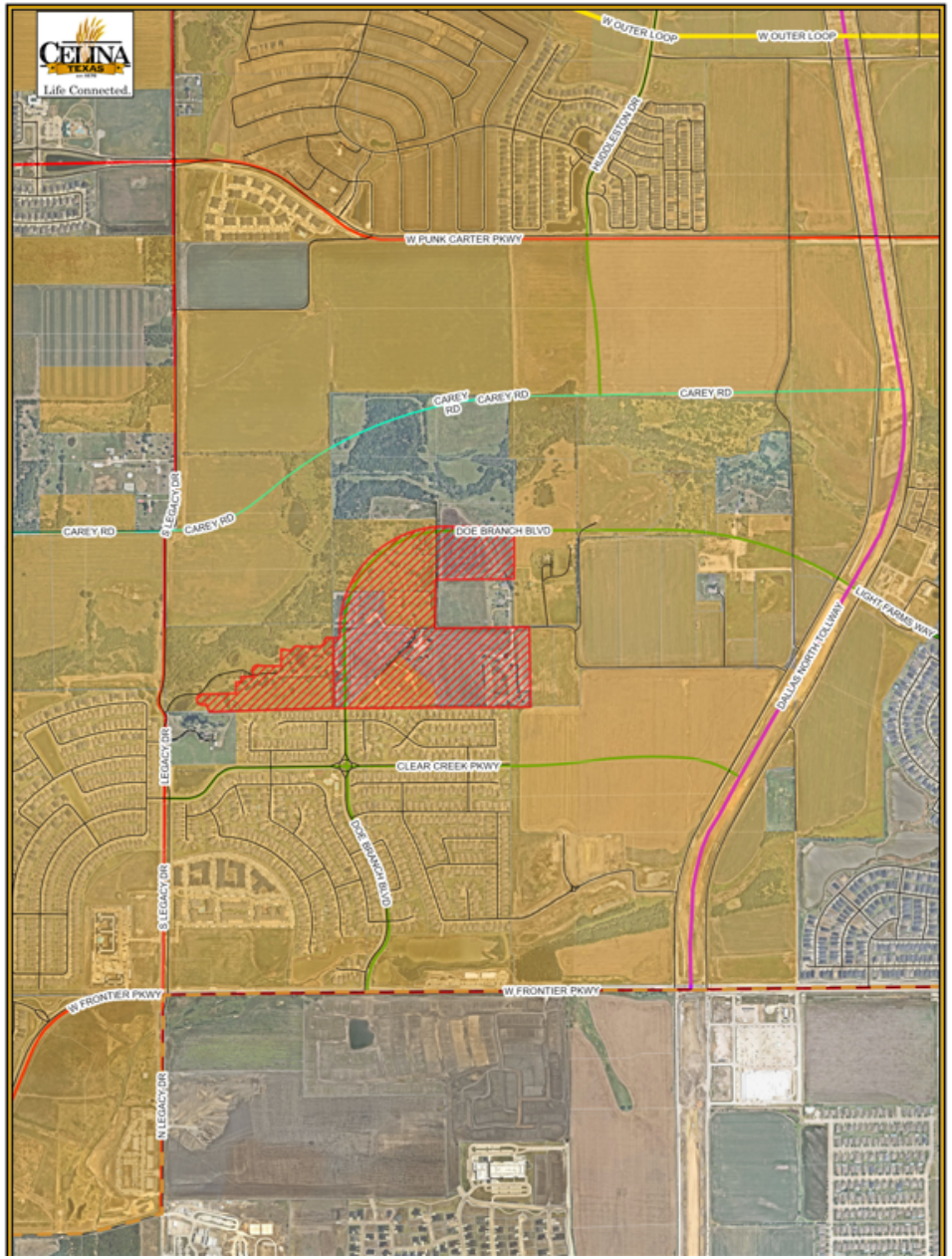
CREEKBEND (LEGACY BRANCH)

Annexation & PD Zoning

City Council
September 9, 2025




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
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway

BACKGROUND

- The subject property is approximately 91 acres, and located within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- Approximately 40 acres are within City Limits, and zoned Agriculture District (AG)
- Approximately 51 acres are within the ETJ
- The City approved and entered into a Development Agreement, approved by the City Council in 2024, that outlined 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

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:
  - 50’ wide lots
  - 60’ wide lots (30% minimum)
  - No alleys proposed
- The lots adjacent to the Creeks of Legacy neighborhood are required to be a minimum of 60’ wide lots
- No multi-family uses are proposed

CONCEPT PLAN

SINGLE FAMILY: ± 320 LOTS

50'X120' LOTS: ± 194

60'X125' LOTS: ± 126

TOTAL: ± 320 LOTS, ± 3.6 DU/AC

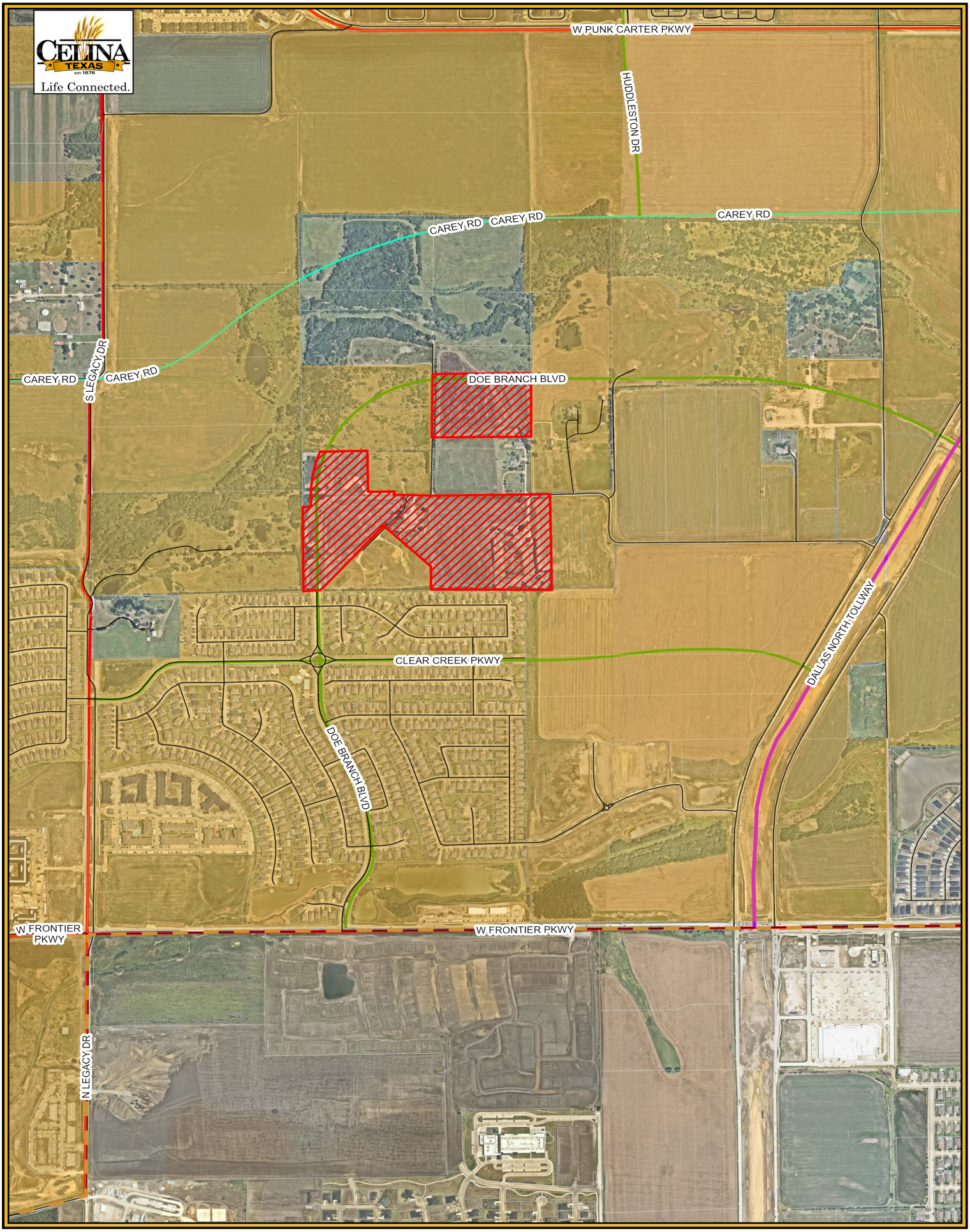


POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The project brings 51 acres into City limits
- A new neighborhood with open space and trails meets several key benchmarks within the Comprehensive Plan

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in August
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-AX-08 Creekbend (Legacy Branch) Annexation Location Map
City of Celina

8/4/2025

N
W E
S

0 700 1,400 Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____
CREEKBEND (LEGACY BRANCH)

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 51 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED EAST AND WEST OF FUTURE DOE BRANCH BOULEVARD AND 600 FEET NORTH OF CLEAR CREEK PARKWAY, 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 9th day of September, 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 22nd day of August, 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 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, 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

BOUNDARY DESCRIPTION - TRACT 1
40.263 ACRES

BEING ALL OF THAT TRACT OF LAND SITUATED IN THE P.F. HUTCHERSON SURVEY, ABSTRACT NO. 408, AND BEING A PORTION OF A CALLED 90.975 ACRES TRACT OF LAND DESCRIBED IN DEED TO KL LB BUY 4 LLC, RECORDED IN INSTRUMENT NO. 2024000138176, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND IN THE SOUTHEAST CORNER OF SAID 90.975 ACRES TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 5.169 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO DAVID TITTLE, RECORDED IN INSTRUMENT NO. 20001002001067160, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE NORTH LINE OF A CALLED 117.454 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO 117 FARM ON TOLLWAY LTD, RECORDED IN INSTRUMENT NO. 20050701000885120, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°08'39" WEST, WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID 117.454 ACRES TRACT, A DISTANCE OF 211.93 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 117.454 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF CREEKS OF LEGACY, PHASE 1A, A SUBDIVISION OF RECORD IN INSTRUMENT NO. 2016-168, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°46'06" WEST, WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID CREEKS OF LEGACY, PHASE 1A, A DISTANCE OF 804.96 FEET TO A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND;

THENCE CROSSING THROUGH SAID 90.975 ACRES TRACT THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°31'22" WEST, A DISTANCE OF 204.98 FEET TO A CALCULATED POINT;
2. NORTH 47°47'48" WEST, A DISTANCE OF 561.75 FEET TO A CALCULATED POINT;
3. SOUTH 42°03'23" WEST, A DISTANCE OF 793.67 FEET TO TO A CALCULATED POINT IN THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID CREEKS OF LEGACY, PHASE 1A;

THENCE NORTH 89°51'34" WEST, WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID CREEKS OF LEGACY, PHASE 1A, A DISTANCE OF 152.56 FEET TO A 1-INCH IRON ROD FOUND FROM WHICH A 1/2-INCH IRON ROD (LEANING) BEARS NORTH 37°42'23" EAST, 1.37 FEET, AND A 1/2-INCH IRON ROD WITH A CAP (CBG SURVEYING) FOUND BEARS NORTH 41°18'39" WEST, 4.88 FEET;

THENCE CROSSING THROUGH SAID 90.975 ACRES TRACT THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°28'11" WEST, A DISTANCE OF 885.06 FEET TO A 1/2-INCH IRON ROD FOUND;
2. NORTH 89°41'10" EAST, A DISTANCE OF 70.75 FEET TO A POINT OF CURVATURE;
3. ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 1150.00 FEET, AN ARC LENGTH OF 421.10 FEET, A CENTRAL ANGLE OF 20°58'49", AND A CHORD WHICH BEARS NORTH 10°43'33" EAST, A DISTANCE OF 418.75 FEET TO A POINT OF TANGENCY;
4. NORTH 89°32'00" EAST, A DISTANCE OF 410.52 FEET TO A 1/2-INCH IRON ROD WITH A CAP (WHITE) FOUND;
5. SOUTH 00°31'22" EAST, A DISTANCE OF 382.69 FEET TO A 1/2-INCH IRON ROD WITH A CAP (YELLOW) STAMPED "4613" FOUND;
6. NORTH 89°25'33" EAST, A DISTANCE OF 228.88 FEET TO A 1/2-INCH IRON ROD FOUND AND POINT OF CURVATURE;
7. ALONG A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 50.12 FEET, AN ARC LENGTH OF 32.64 FEET, A CENTRAL ANGLE OF 37°18'55", AND A CHORD WHICH BEARS SOUTH 17°57'16" WEST, A DISTANCE OF 32.07 FEET TO A POINT OF TANGENCY;
8. NORTH 89°37'18" EAST, PASSING AT A DISTANCE OF 319.73 FEET, A 1/2-INCH IRON ROD WITH A CAP (YELLOW) FOUND AT THE SOUTHWEST CORNER OF A CALLED 10.96 ACRES TRACT AS DESCRIBED IN THE MAYFIELD FAMILY IRREVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20220221000287240, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND CONTINUING WITH THE NORTH LINE OF SAID 90.975 ACRES TRACT AND THE SOUTH LINE OF SAID 10.96 ACRES TRACT FOR A TOTAL DISTANCE OF 1336.13 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 90.975 ACRES TRACT, SAME BEING THE SOUTH LINE OF A CALLED 41.00 ACRES TRACT OF LAND DESCRIBED IN DEED TO DON MCKENZIE AND WIFE, KARLA MCKENZIE, RECORDED IN INSTRUMENT NO. 19950321000190820, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 5.169 ACRES TRACT;

THENCE SOUTH 0°33'13" EAST, A DISTANCE OF 885.17 FEET TO THE POINT OF BEGINNING, CONTAINING 40.263 ACRES (1,753,807 SQUARE FEET) OF LAND, MORE OR LESS.

BOUNDARY DESCRIPTION - TRACT 2
10.372 ACRES

BEING ALL OF THAT TRACT OF LAND SITUATED IN THE P.F. HUTCHERSON SURVEY, ABSTRACT NO. 408, AND BEING A PORTION OF A CALLED 90.975 ACRES TRACT OF LAND DESCRIBED IN DEED TO KL LB BUY 4 LLC, RECORDED IN INSTRUMENT NO. 2024000138176, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTHEAST CORNER OF SAID 94.975 ACRES, SAME BEING THE SOUTHEAST CORNER OF A CALLED 15.396 ACRES TRACT OF LAND DESCRIBED IN DEED TO CITY OF CELINA, RECORDED IN INSTRUMENT NO. 2024000138173, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE WEST LINE OF A CALLED 41.00 ACRES TRACT OF LAND DESCRIBED IN DEED TO DON MCKENZIE AND WIFE, KARLA MCKENZIE, RECORDED IN INSTRUMENT NO. 19950321000190820, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 0°30'44" EAST, WITH THE EAST LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE WEST LINE OF SAID 41.00 ACRES TRACT, A DISTANCE OF 534.08 FEET TO THE SOUTHEAST CORNER OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 10.96 ACRES TRACT OF LAND DESCRIBED IN DEED TO THE MAYFIELD FAMILY IRREVOCABLE TRUST, RECORDED IN INSTRUMENT NO. 20220221000287240, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°37'46" WEST, WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT AND THE NORTH LINE OF SAID 10.96 ACRES TRACT, A DISTANCE OF 852.20 FEET TO THE NORTHWEST CORNER OF SAID 10.96 ACRES TRACT;

THENCE CROSSING THROUGH SAID 90.975 ACRES TRACT THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 00°49'36" EAST, A DISTANCE OF 534.23 FEET TO A MAG NAIL FOUND;
2. NORTH 89°37'56" EAST, A DISTANCE OF 839.71 FEET TO THE POINT OF BEGINNING, CONTAINING 10.372 ACRES (451,820 SQUARE FEET) OF LAND, MORE OR LESS.

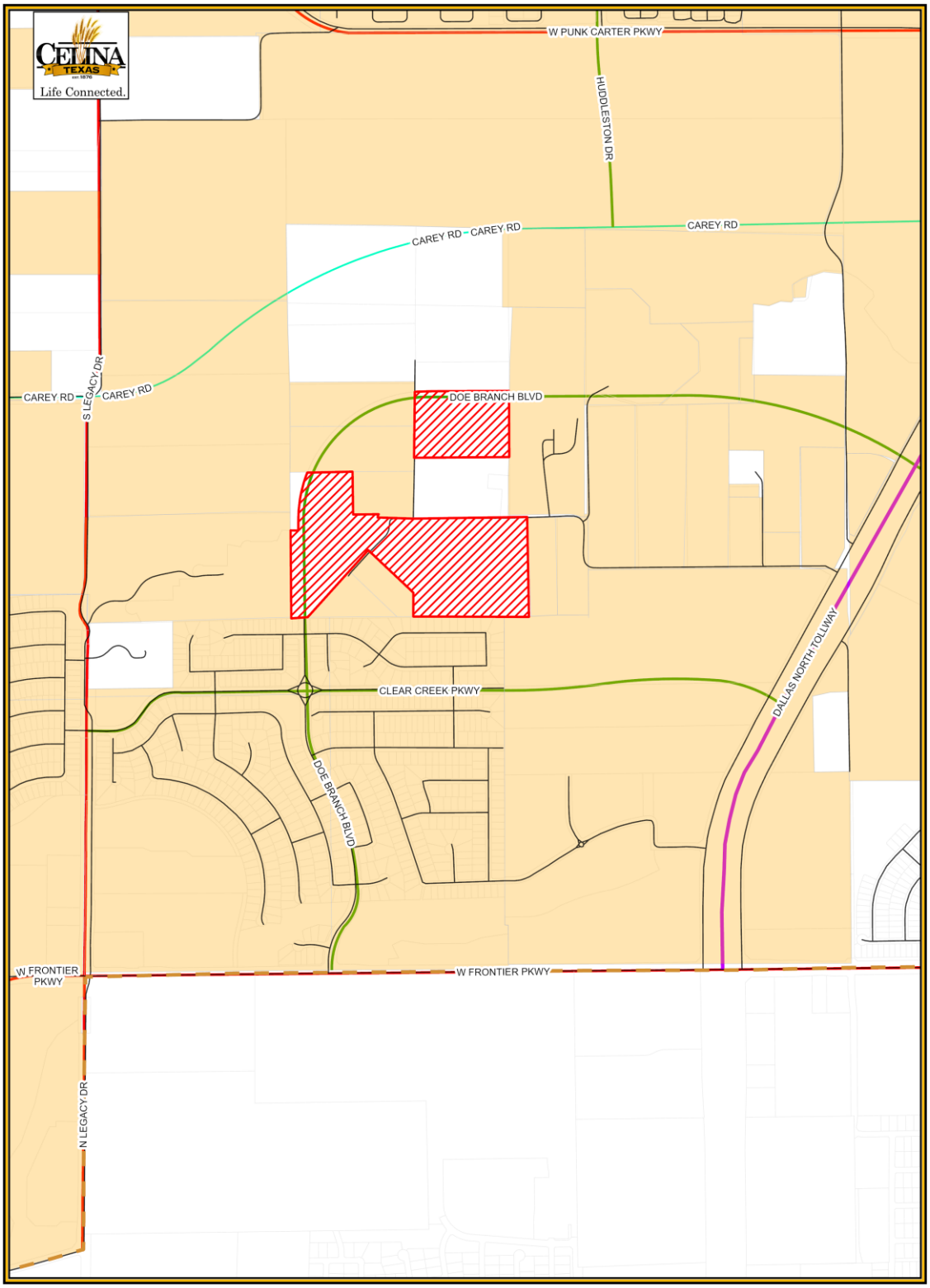

CELINA
TEXAS
Life Connected.
W PUNK CARTER PKWY
HUDDLESTON DR
CAREY RD
CAREY RD
CAREY RD
CAREY RD
S LEGACY DR
DOE BRANCH BLVD
CLEAR CREEK PKWY
DOE BRANCH BLVD
DALLAS NORTH TOLLWAY
W FRONTIER PKWY
W FRONTIER PKWY
N LEGACY DR
Legend
City Limits
Roads
Parcels
Subject Property
25-AX-08 Creekbend
(Legacy Branch) Annexation
Location Map
City of Celina
8/4/2025
N
W
E
S
0
700
1,400
Feet

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

LEGACY BRANCH DEVELOPMENT AGREEMENT

This Legacy Branch Development Agreement (this "Agreement") is entered into by and between OMA Celina, LLC, a Texas limited liability company (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, Owner owns 90.49 acres of land, 57.50 acres of which lies within the extraterritorial jurisdiction ("ETJ") of the City and 32.99 acres of land, which lies within the City's corporate limits; together totaling 90.49 acres of land, generally located north of the current terminus of Doe Branch Boulevard, 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 planned development with residential 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"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and open space improvements attached herein as **Exhibit E**; 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, 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 Parties have determined to exchange an adjacent 15.396 acre tract, the "Developer Exchange Tract" for an adjacent 15.885 acre tract, the "City Exchange Tract", both described by a metes and bounds description and a depiction in **Exhibit A-1**;

WHEREAS, the City finds that the City Exchange Tract abuts Developer's property, and because it is land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, falls within Texas Local Government Code Section 272.001(b)(1); and

WHEREAS, it is contemplated by the parties that the City Exchange Tract shall become a part of the Property, and shall be subject to this Agreement; 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.

Authorized Improvements means improvements authorized by Section 372.003 of the PID Act, and as identified in **Exhibit F**.

Bank Qualified Debt Fee is defined in Section 7.3(a).

Budgeted Costs means the estimated cost for an Authorized Improvements as set forth in **Exhibit F**.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 10.2.

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 10.1(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 are defined in Section 2.5.

End-Buyer is defined in Section 11.1.

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 12.2.

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).

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, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall extend Doe Branch Boulevard from the Property to the proposed location of the Dallas North Tollway.

(3) Developer shall construct Private Road 5155 in a manner that it becomes an extension of County Road 970, with a 60-foot right-of-way.

(d) Water Improvements by Developer. As required by the City Regulations Developer shall, at no direct cost to the City, design and construct the water improvements(the "Water Improvements").

(e) Open Space. Open Space shall be provided as shown on the Concept Plan. Amenities in the Open Space shall be provided in accordance with **Exhibit E**. The provision of Open Space with the amenities in the Open Space shall satisfy the City's Open space requirements.

(f) Homeowner Association. The Developer will create, in a manner acceptable to the City, a mandatory home owner association ("HOA"), which HOA shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, right of way irrigation systems, raised medians and other right of way landscaping, detention areas, drainage areas and screening walls within the Property. Common areas including but not limited to all landscaped entrances to the Property and right of way landscaping shall be maintained solely by the HOA. Maintenance of public rights of way by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

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 that for any reason are not funded by the proceeds of the PID Bonds 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 Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations. In the event of a conflict between this Agreement and the City Regulations, the Parties agree that this Agreement shall control, with the exception of approved zoning for the Property.

(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 Concept Plan shall serve as the approved Preliminary Plat for the Property. City may require analysis or modeling of engineering issues prior to approval of final plat. The Developer may submit a final plat for all or any portion of the Property. Any final 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. *As consideration for the impact fees being reduced for the Property, 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.

(a) Residential Fees Altered. 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, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting.

4.2 Land Exchange. The Parties shall exchange the Developer Exchange Tract to the City for the City Exchange Tract. The City Exchange Tract is land that is difficult to develop under its current zoning or under applicable subdivision or other development control ordinances because of its shape, and it abuts the Property, therefore Texas Local Government Code Section 272.001(b)(1) is applicable. The exchange of land will occur within 30 days of the Effective Date. The Warranty Deed used to convey the tracts shall be as provided for in **Exhibit G** and shall be executed by the City within five days of the Effective Date.

4.3 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 4.3 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.

4.4 <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 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the ETJ Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. The City may annex the ETJ Property upon the City's approval of the civil construction plans for all or a portion of the Property. This Agreement constitutes the service plan agreement for providing City services to the ETJ 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 ETJ 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 City Regulations, the Parties agree that this Agreement shall control over the ETJ Property until the ETJ Property is annexed, at which time the approved zoning shall control subject to the vested rights described herein. 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 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 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 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the Developer shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Cost provided on **Exhibit F**, as amended from time to time. If the total cost of the Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements (or segment or section thereof), except as provided for in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement (or segment or section thereof) and payment of all outstanding invoices by Developer for such Authorized Improvement (or segment or section thereof), if the actual cost of such Authorized Improvement (or segment or section thereof) is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be available to pay Cost Overruns on any other Authorized Improvement. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.4 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.

7.4 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 (a "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. Any receivables due under this Agreement may be assigned by the developer upon written notice to the City pursuant to Section 11.2 of this Agreement.

(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, a term including, among others, developers, homebuilders, builders, tenants, users, and occupants/owners, 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 City of Celina 142 North Ohio Celina, TX 75009 TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 TEL: (972) 668-6400
To the Developer:	Attn: Cameron Castaldo OMA Celina, LLC 5151 Headquarters Drive, Suite 165 Plano Texas 75024
With a copy to:	Robert Miklos Ferguson Braswell Fraser Kubasta 2500 Dallas Parkway, Suite 600 Plano, Texas 75063

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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in Collin County District Court.

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 A-1	The Exchange Tracts
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Open Space Improvements
Exhibit F	Cost Estimates
Exhibit G	General Warranty Deed

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 Anti-Boycott Verification. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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. 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.

11.19 Not a Listed 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, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and 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. As used in this Section, 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 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

11.20 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing

verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, 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. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

11.21 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, 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,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, 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 enacted by such Senate Bill, 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 enacted by such Senate Bill, 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,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), 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 as used in this Section, 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 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on 08/13/24, 2024.

Date: 08/16/24

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 16 day of Aug, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public, State of Texas

_____
Name printed or typed

Commission Expires:_____

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

DEVELOPER:

OMA Celina LLC

By: _____
Name: Cameron Castaldo
Title: President

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 13, 2024, personally appeared Castaldo, Cameron of OMA Celina, LLC, a TX limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

DEDRA J. BATES
Notary Public, State of Texas
Comm. Expires 12-17-2024
Notary ID 1053781-3

Dedra J Bates
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

90.975 Acres

BEING all of tract of land situated in the William Davenport Survey, Abstract No. 262 and the P.F. Hutcherson Survey, Abstract No. 408, City of Celina, Collin County, Texas, being a portion of a called 39.965 acre tract of land described in the deed to City of Celina, recorded in Instrument No. 20201123002091340, Official Public Records of Collin County, Texas, a portion of a called 6.000 acre tract of land described as Tract 1 in the deed to Maram 10.28 acre tract of land described in the deed to Sri Lakshmi Ganapathi Venrtures LLC, recorded in Instrument No. 2022000169876, said Official Public Records, a portion of a called 10.26 acre tract of land described as Tract 1 in the deed to Jaimaruthi Ventures LLC, recorded in Instrument No. 20210603001131110, said Official Public Records, a portion of a called 5.492 acre tract of land described in the deed to Jaimaruthi Ventures, recorded in Instrument No. 20210604001133580, said Official Public Records, all of a called 4.997 acre tract of land described in the deed to Jaimaruthi Ventures, LLC, recorded in Instrument No. 20211116002341380, said Official Public Records, a portion of a called 11.18 acre tract of land described in the deed to DoeBranch2DNT LLC, recorded in Instrument No. 20210708001376160, said Official Public Records, all of a called 3.721 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 2022000133149, said Official Public Records, all of a called 3.728 acre tract of land escribed in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284450, said Official Public Records, all of a called 3.731 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284500, said Official Public Records, all of a called 10.31 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210209000282540, said Official Public Records and all of a called 10.34 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000283420, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch rod with a cap found in the northerly line of a called 117.4541 acre tract described in the deed to 117 Farm on Tollway LTD, recorded in Instrument No. 20050701000885120, said Official Public Records, for the southeast corner of said 10.34 acre tract, common to the southwest corner of a called 5.169 acre tract of land described in the deed to David Tittle, recorded in Instrument No. 20001002001067160, said Official Public Records;

THENCE South 89°08'39" West, with the southerly line of said 10.34 acre tract and the northerly line of said 117.4541 acre tract, a distance of 211.93 feet to a 1/2-inch iron rod found for an angle point in the southerly line of said 10.34 acre tract, common to the northwest corner of said 117.4541 acre tract and the northeast corner of Creeks of Legacy, Phase 1A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 20160310010000990, Plat Records of Collin County, Texas;

THENCE South 89°46'06" West, with the southerly lines of said 10.34 acre tract, said 10.31 acre tract and the northerly line of said Creeks of Legacy, Phase 1A, a distance of 804.96 feet to a 1/2-iron rod with a cap found for the southwest corner of said 10.31 acre tract, common to the southeast corner of said 3.728 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

THENCE South 89°26'03" West, with the southerly line of said 3.728 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 1/2-inch iron rod found for the southwest corner of said 3.728 acre tract, common to the southeast corner of said 3.731 acre tract at a distance of 145.65 feet, continuing on said course with the southerly line of said 3.731 acre tract, a total distance of 753.64 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" (hereinafter referred to as capped iron rod set) for an angle point in the southerly line of said 3.731 acre tract, common to an angle point in northerly line of said Creeks of Legacy, Phase 1A;

THENCE North 89°51'34" West, with the southerly lines of said 3.731 acre tract and said 11.18 acre tract, a distance of 348.60 feet to a 1-inch iron rod found for the southwest corner of said 11.18 acre tract, common to the southeast corner of said 39.965 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

EXHIBIT A - continued
DESCRIPTION OF THE PROPERTY

THENCE South 88°14'33" West, with the southerly line of said 39.965 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 5/8-inch iron rod found for the northwest corner of said Creeks of Legacy, Phase 1A, common to the northeast corner of a called 10.27 acre tract of land described in the deed to Carl P. Parrish and Dale Parrish, recorded in Instrument No. 20030114000082680, said Official Public Records, at a distance of 1,062.31 feet, continuing on said course, a total distance of 1,342.47 feet to a capped iron rod set for corner;

THENCE severing said 39.965 acre tract, said 11.18 acre tract, said 5.492 acre tract, said 10.26 acre tract, said 6.000 acre tract, the following courses:

1. North 25°59'39" West, a distance of 100.66 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

2. Northerly along said curve having a radius of 60.00 feet, a delta angle of 217°33'30", an arc length of 227.83 feet, a chord bearing North 20°05'51" West and chord distance of 113.61 feet to a capped iron rod set at the end of said curve;

3. North 88°40'54" East, a distance of 367.73 feet to a capped iron rod set for corner;

4. North 01°19'06" West, a distance of 125.00 feet to a capped iron rod set for corner;

5. North 88°40'54" East, a distance of 60.00 feet to a capped iron rod set for corner;

6. North 01°19'06" West, a distance of 60.00 feet to a capped iron rod set for corner;

7. North 88°40'54" East, a distance of 130.00 feet to a capped iron rod set for corner;

8. North 01°19'06" West, a distance of 33.18 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

9. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 158°25'59", an arc length of 165.91 feet, a chord bearing of North 44°20'27" East and chord distance of 117.88 feet to a capped iron rod set at the end of said curve;

10. North 90°00'00" East, a distance of 218.20 feet to a capped iron rod set for corner;

11. North 00°00'00" East, a distance of 190.89 feet to a capped iron rod set for corner;

12. South 79°53'40" East, a distance of 122.06 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

13. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 119°16'52", a chord bearing of North 63°55'01" East and chord distance of 103.54 feet to a capped iron rod set at the end of said curve;

14. North 90°00'00" East, a distance of 183.67 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

15. Easterly along said curve having a radius of 60.00 feet, a delta angle of 47°52'15", an arc length of 50.13 feet, a chord bearing of North 80°22'41" East and chord distance of 48.68 feet to a capped iron rod set at the end of said curve;

EXHIBIT A - continued
DESCRIPTION OF THE PROPERTY

16. North 24°21'42" East, a distance of 104.44 feet to a capped iron rod set for corner;

17. South 88°16'51" East, a distance of 117.14 feet to a capped iron rod set for corner;

18. North 90°00'00" East, a distance of 30.00 feet to a capped iron rod set for corner;

19. North 00°00'00" East, a distance of 97.54 feet to the beginning of a tangential curve to the right;

20. Northeasterly along said curve having a radius of 1,150.00 feet, a delta angle of 89°51'31", an arc length of 1,803.58 feet, a chord bearing of North 44°55'45" East and a chord distance of 1,624.34 feet to a capped iron rod set at the end of said curve;

21. North 89°51'31" East, a distance of 739.28 feet to a capped iron rod set in the easterly line of said 6.000 acre tract and the westerly line of a called 41.00 acre tract of land described in the deed to Don McKenzie and wife, Karla McKenzie, recorded in Instrument No. 19950321000190820, said Official Public Records;

THENCE South 00°06'34" West, with the easterly line of said 6.000 acre tract and the westerly line of said 41.00 acre tract, a distance of 48.69 feet to a 1/2-inch iron rod found for the southeast corner of said 6.000 acre tract, common to the northeast corner of said 10.368 acre tract;

THENCE South 00°30'44" East, with the easterly line of said 10.368 acre tract and continuing with the westerly line of said 41.00 acre tract, a distance of 534.08 feet to a 1/2-inch iron rod found for the southeast corner of said 10.368 acre tract, common to the northeast corner of a called 10.96 acre tract of land described in the deed to The Mayfield Family Revocable Trust, recorded in Instrument No. 20220221000287240, said Official Pubic Records;

THENCE South 89°37'46" West, with the southerly line of said 10.368 acre tract and the northerly line of said 10.96 acre tract, passing a 1/2-inch iron rod found on the easterly side of Private Road 5156 at a distance of 821.64 feet, continuing on said course, a total distance of 852.20 feet to a capped iron rod set in said Private Road 5156 and in the easterly line of said 10.26 acre tract for the southwest corner of said 10.368 acre tract, common to the northwest corner of said 10.96 acre tract;

THENCE South 00°49'36" West, in said Private Road 5156 with the easterly line of said 10.26 acre tract and the westerly line of said 10.96 acre tract, a distance of 142.36 feet to a 5/8-inch iron rod found for the southeast corner of said 10.26 acre tract, common to the northeast corner of said 4.997 acre tract;

THENCE South 00°48'31" West, continuing in said Private Road 5156 with the easterly line of said 4.997 acre tract and continuing with the westerly line of said 10.96 acre tract, a distance of 413.54 feet to a 1/2-inch iron rod with a cap found at the intersection of said Private Road 5156 and Private Road 5155 for the southeast corner of said 4.997 acre tract, common to the northeast corner of said 3.721 acre tract, the northwest corner of said 10.31 acre tract and the southwest corner of said 10.96 acre tract;

THENCE North 89°37'24" East, in said Private Road 5155 with the northerly lines of said 10.31 acre tract and said 10.34 acre tract, a distance of 1,016.40 feet to a 1/2-inch iron rod found for the northeast corner of said 10.34 acre tract;

THENCE South 00°33'13" East, with the easterly line of said 10.34 acre tract, a distance of 885.17 feet to the POINT OF BEGINNING and enclosing 90.975 acres (3,962,858 square feet) of land, more or less.

EXHIBIT A-1
THE EXCHANGE TRACTS

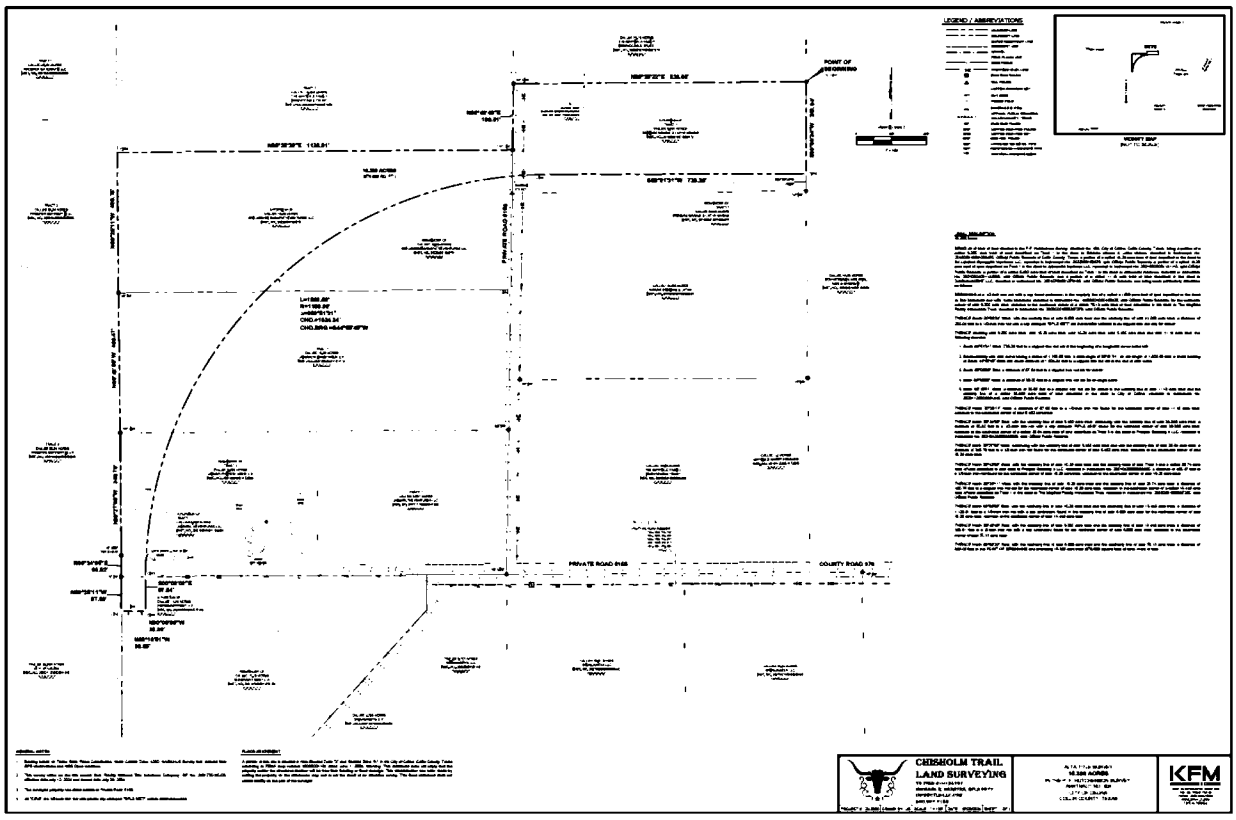


EXHIBIT A-1
THE EXCHANGE TRACTS
(CONTINUED)

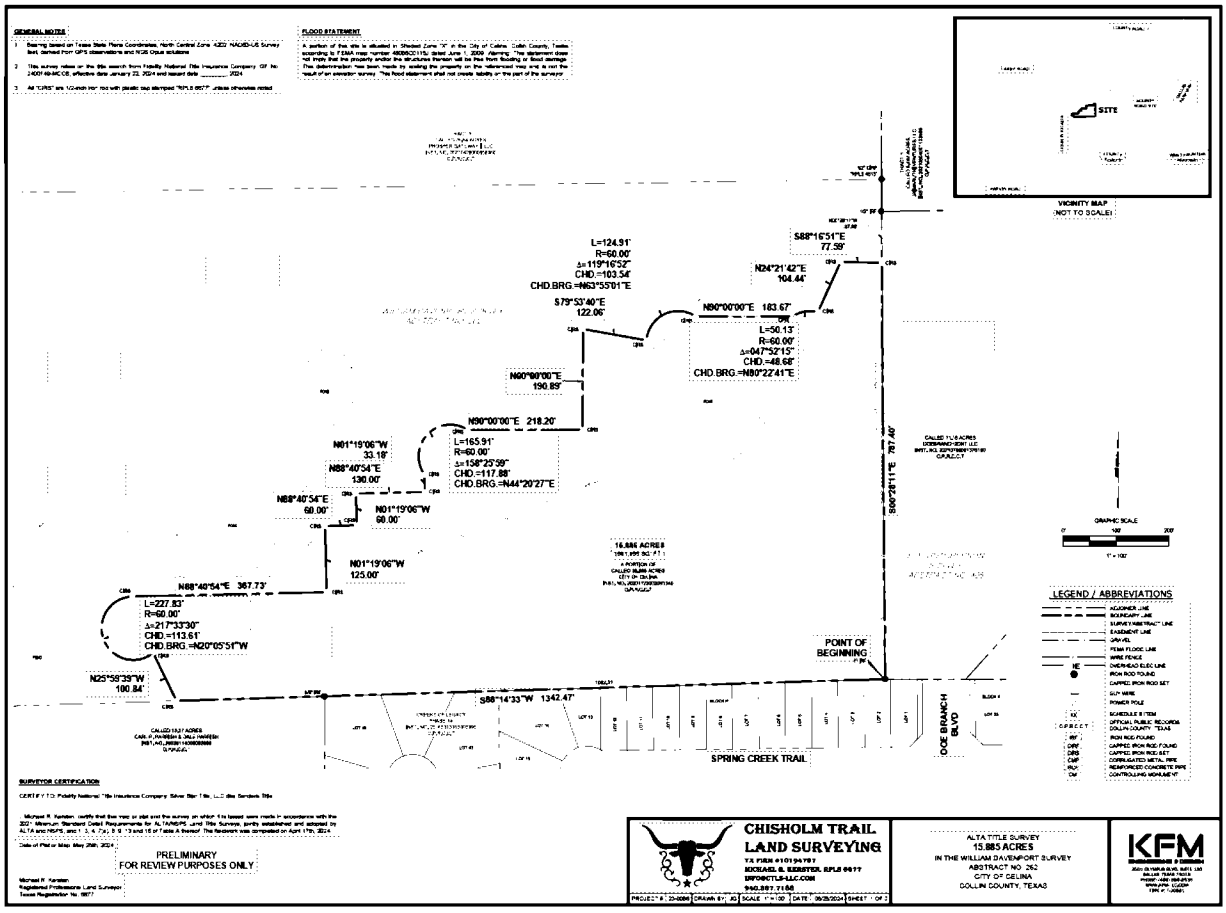
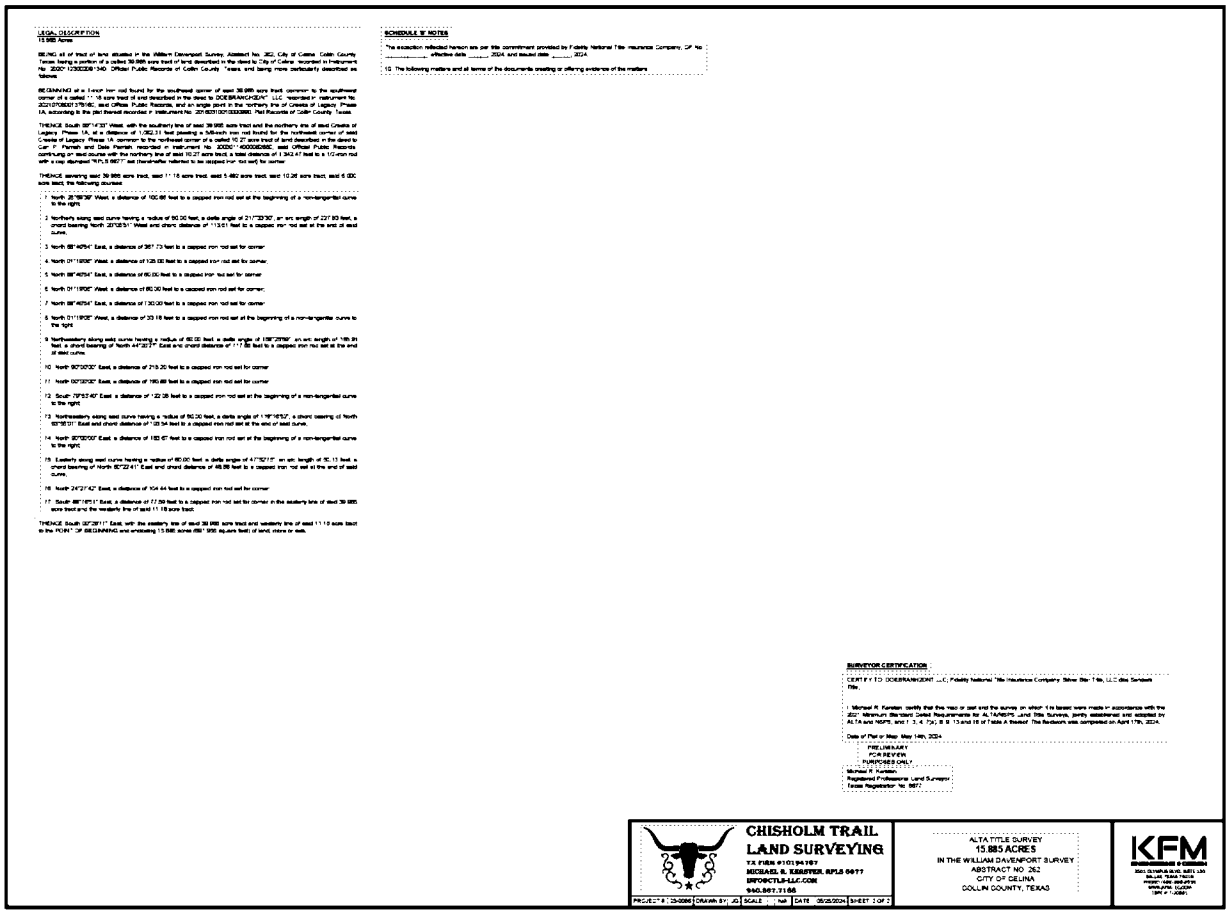


EXHIBIT A-1
THE EXCHANGE TRACTS
(CONTINUED)



LEGAL DESCRIPTION
15.885 Acres

BEING all of tract of land situated in the William Davenport Survey, Abstract No. 262, City of Celina, Collin County, Texas, being a portion of a called 39.995 acre tract of land described in the deed to City of Celina, recorded in Instrument No. 20001230000061340, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 39.995 acre tract, common to the southwest corner of a called 11.18 acre tract of land described in the deed to DOEBRANCH,DFW, LLC, recorded in Instrument No. 20210726001375160, said Official Public Records, and an angle point in the northerly line of Creeks of Legacy, Phase 1A, according to the plat thereof recorded in Instrument No. 20180301010333060, Plat Records of Collin County, Texas;

THENCE South 89°14'33" West, with the southerly line of said 39.995 acre tract and the northerly line of said Creeks of Legacy, Phase 1A, at a distance of 1,062.31 feet passing a fallen/cut iron rod found for the northwest corner of said Creeks of Legacy, Phase 1A, common to the northeast corner of a called 10.27 acre tract of land described in the deed to Carl F. Parrish and Dale Parrish, recorded in Instrument No. 20200114000063660, said Official Public Records, continuing on said course with the northerly line of said 10.27 acre tract, a total distance of 1,342.47 feet to a 1/2-inch rod with a cap stamped "KFM 5 667" set (hereinafter referred to as capped iron rod set) for corner;

THENCE severing said 39.995 acre tract, said 11.18 acre tract, said 5.482 acre tract, said 10.26 acre tract, said 6.000 acre tract, the following courses:

1. North 25°59'39" West, a distance of 100.66 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
2. Northerly along said curve having a radius of 60.00 feet, a delta angle of 21°22'30", an arc length of 223.83 feet, a chord bearing North 25°25'51" West and chord distance of 113.61 feet to a capped iron rod set at the end of said curve;
3. North 68°46'54" East, a distance of 367.73 feet to a capped iron rod set for corner;
4. North 01°19'06" West, a distance of 126.00 feet to a capped iron rod set for corner;
5. North 88°46'54" East, a distance of 60.00 feet to a capped iron rod set for corner;
6. North 01°19'06" West, a distance of 60.00 feet to a capped iron rod set for corner;
7. North 88°46'54" East, a distance of 1,300.00 feet to a capped iron rod set for corner;
8. North 01°19'06" West, a distance of 33.18 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
9. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 158°25'56", an arc length of 165.91 feet, a chord bearing of North 44°32'37" East and chord distance of 117.85 feet to a capped iron rod set at the end of said curve;
10. North 90°00'00" East, a distance of 219.20 feet to a capped iron rod set for corner;
11. North 00°00'00" East, a distance of 180.69 feet to a capped iron rod set for corner;
12. South 79°57'40" East, a distance of 122.38 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
13. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 1°57'15/52", a chord bearing of North 80°56'31" East and chord distance of 125.54 feet to a capped iron rod set at the end of said curve;
14. North 90°00'00" East, a distance of 182.47 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
15. Easterly along said curve having a radius of 60.00 feet, a delta angle of 47°52'17", an arc length of 50.11 feet, a chord bearing of North 66°03'51" East and chord distance of 48.66 feet to a capped iron rod set at the end of said curve;
16. North 24°27'42" East, a distance of 104.44 feet to a capped iron rod set for corner;
17. South 88°16'51" East, a distance of 77.59 feet to a capped iron rod set for corner in the easterly line of said 39.995 acre tract and the westerly line of said 11.18 acre tract;

THENCE South 00°29'11" East, with the easterly line of said 39.995 acre tract and westerly line of said 11.18 acre tract to the POINT OF BEGINNING and enclosing 15.885 acres (691,956 square feet) of land, more or less.

SCHEDULE 'B' NOTES

The exception reflected hereon are per title commitment provided by Fidelity National Title Insurance Company, GF No. _____, effective date _____, 2024, and issued date _____, 2024.

10. The following matters and all terms of the documents creating or offering evidence of the matters

SURVEYOR CERTIFICATION

CERTIFY TO: DOEBRANCH,DFW, LLC; Fidelity National Title Insurance Company; Below Star Title, LLC dba Sunbelt Title;

I, Michael R. Karsten, certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and I, 3, 4, 7(a), 8, 9, 13 and 16 of Table A thereof. The fieldwork was completed on April 17th, 2024.

Date of Plat or Map: May 14th, 2024

PRELIMINARY
FOR REVIEW
PURPOSES ONLY

Michael R. Karsten
Registered Professional Land Surveyor
Texas Registration No. 6667

CHISHOLM TRAIL
LAND SURVEYING
TX FIRM #10194707
MICHAEL R. KARSTEN RPLS 6667
SRVEYCTL@-LLC.COM
940.597.7166

PROJECT # 23-0066 | DRAWN BY: JG | SCALE: 1" = 60' | DATE: 05/20/2024 | SHEET 1 OF 2

ALTA TITLE SURVEY
15.885 ACRES
IN THE WILLIAM DAVENPORT SURVEY
ABSTRACT NO. 262
CITY OF CELINA
COLLIN COUNTY, TEXAS

KFM

EXHIBIT B
DEPICTION OF THE PROPERTY

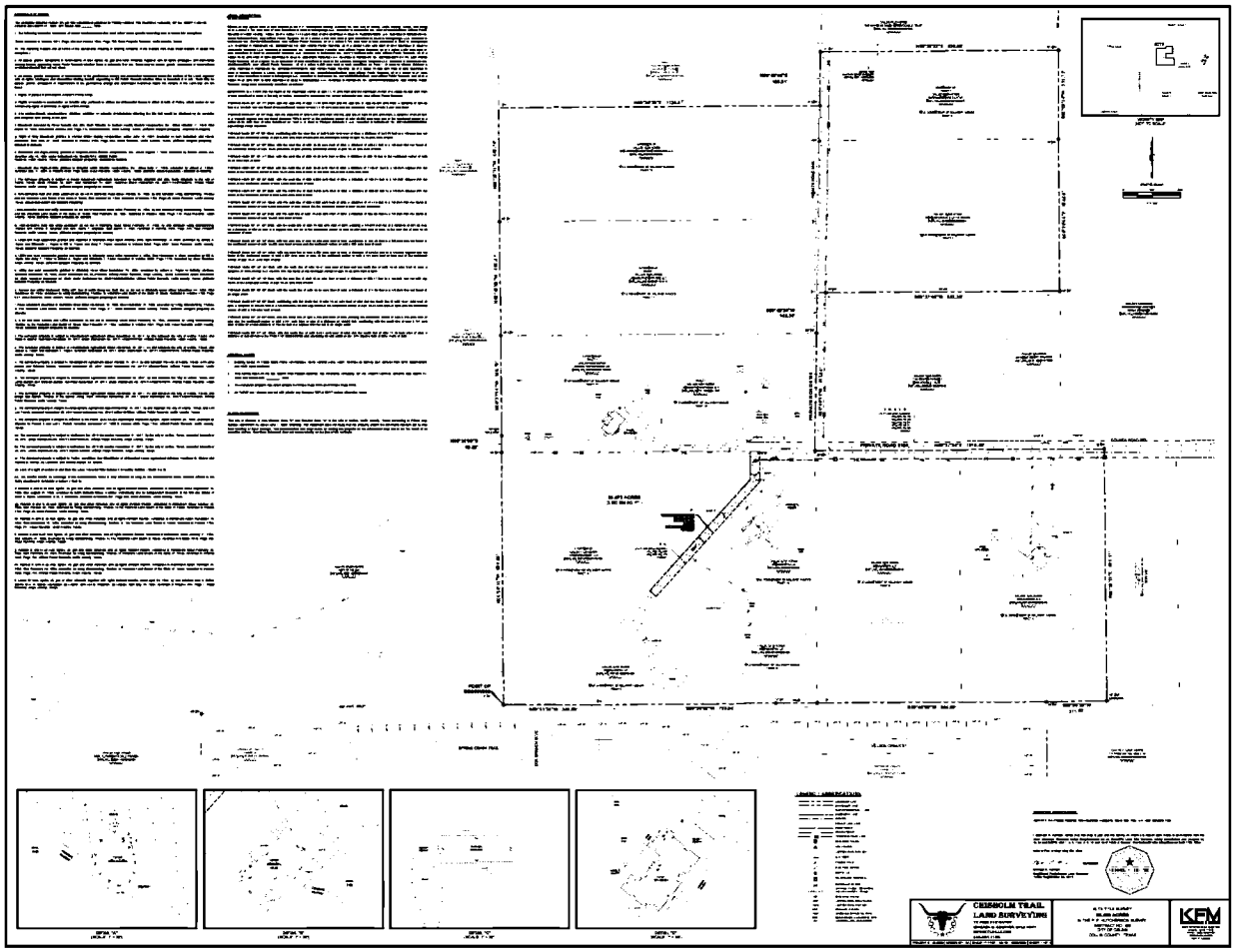


EXHIBIT C
CONCEPT PLAN

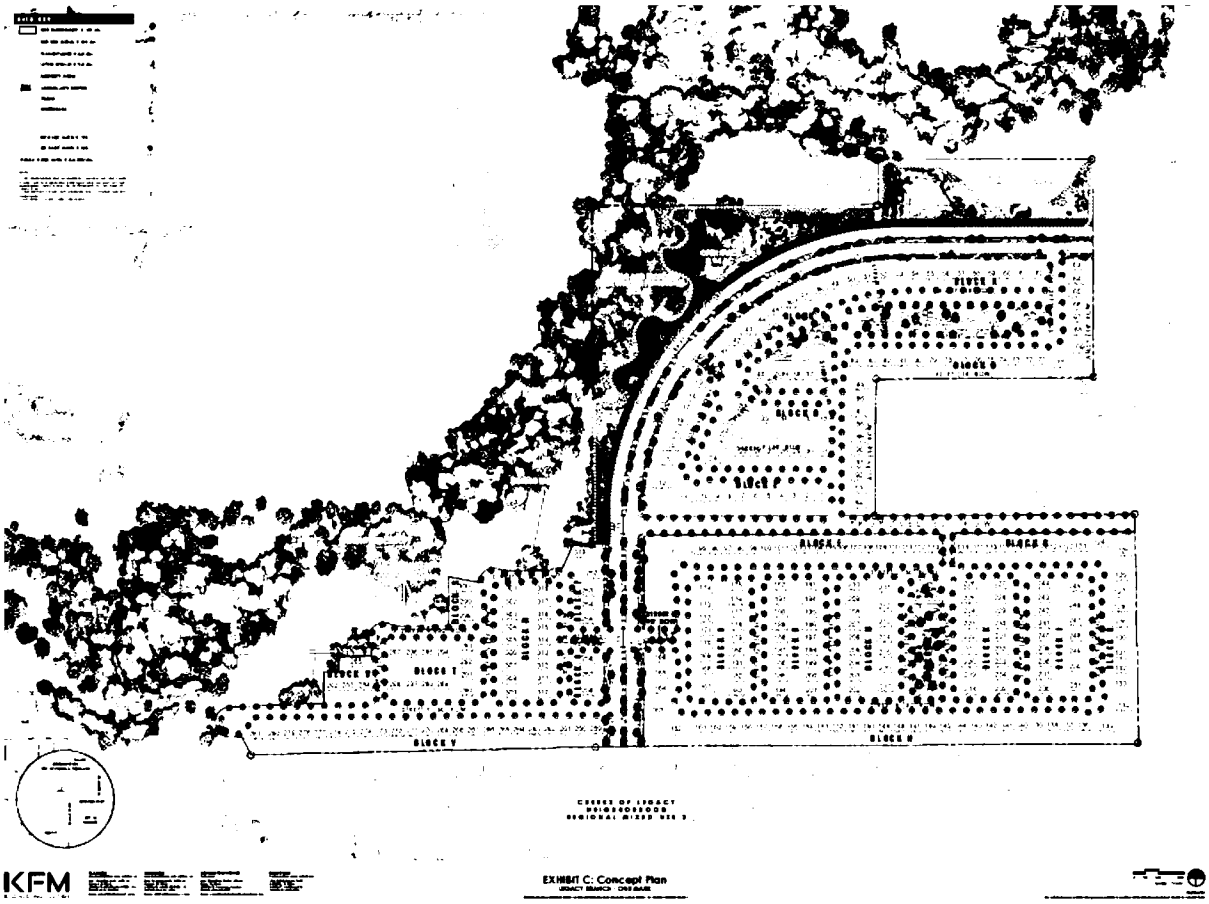


EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The Property shall generally develop in accordance with the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

The Development shall comply with the Neighborhood Vision Book, unless modified in these Development Standards.

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.

Open Space, Trails, & Amenities

The Developer shall construct and install the following:

- 12'-concrete trail will be provided through the linear park system, generally as depicted in the Concept Plan.
- 8' trails/sidewalks to connect amenity areas as shown on Concept Plan.
- Open Space/HOA amenities, including possible fire pits, grills, sitting areas, etc., dog park, playgrounds, and other amenities to be presented by the Developer and approved by the City at the time of Final Plat. All amenities will be contained within the proposed open spaces/amenity areas.
- Centralized amenity park/open space areas as generally shown, will serve as amenity for this single-family detached development.

- Open space areas adjacent to the future City Regional Park as shown.

All landscape setbacks, sidewalks, and screening shall comply with Zoning Ordinance. A Homeowners' Association (HOA) shall be responsible for maintenance and operation of private open space, parks, trails, and amenities.

Zoning

The base zoning shall be SF-R, Single-Family Residential Detached District, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The Development shall abide by all City regulations, and as may be amended, except as follows:

Lot Regulations for SF-R

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Lots 50' and wider do not require an alley. Lots less than 50' in width require an alley.
- Lot counts shown on the Concept Plan are conceptual. Density allowed up to a maximum of 4.0 lots/acre. However, lot size mix must meet the following standards:

	Smallest Lot Size	Large Lot Size(s)
Min. Width	50'	60'
Lot % (Min/Max)	50% Min.	30% Min.

- Minimum lot size variation is 5.0' between 50' and 60' products.
- Lots adjacent to the Creeks of Legacy neighborhood to the south shall be no less than 60' in width.
- Front and rear yard setbacks shall be the following:
    - Front/rear yards for 50' and 60' lots shall total at least 40'.
- For all residential types, the following general area regulations apply:
    - The lot widths are measured along the arc of the front building line.
    - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35'.

EXHIBIT E
OPEN SPACE IMPROVEMENTS

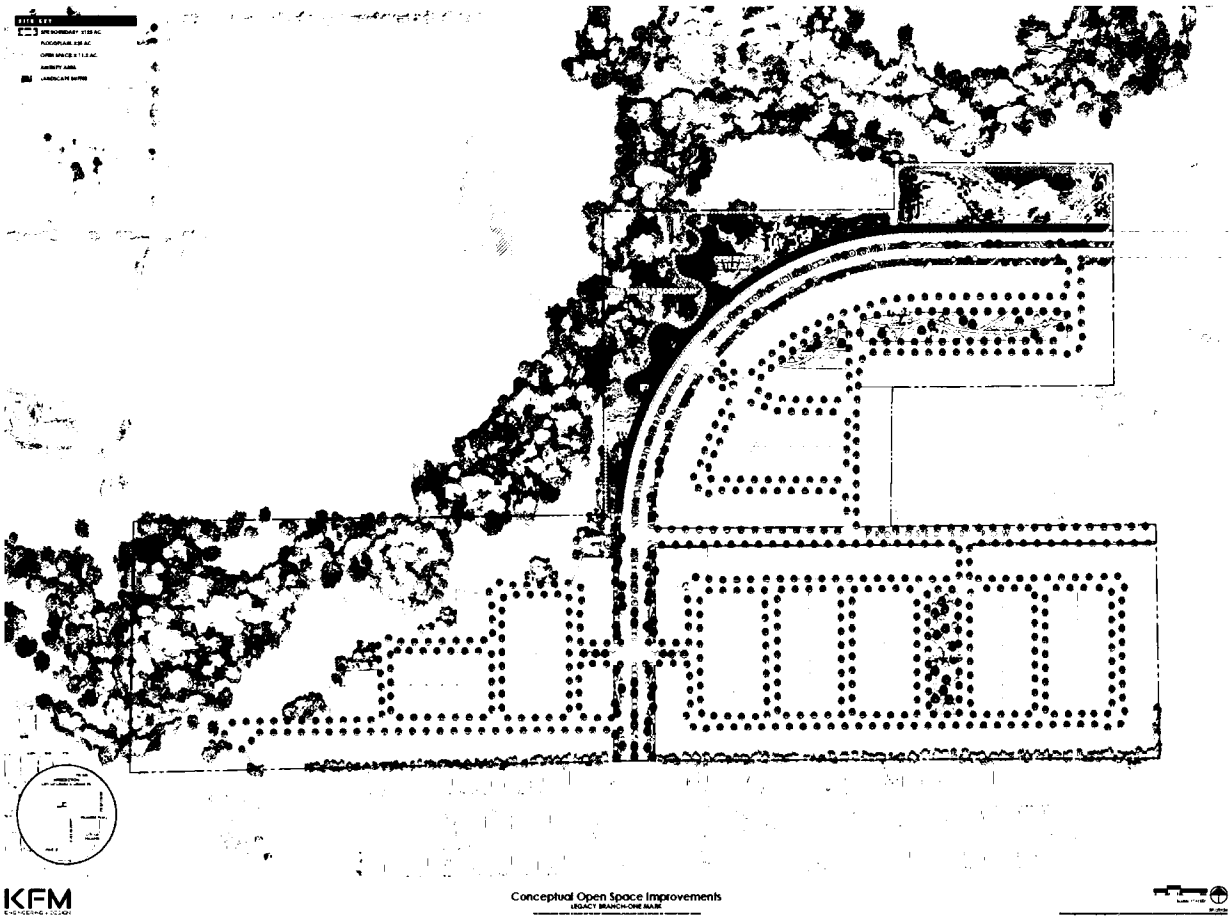


EXHIBIT F

COST ESTIMATES

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST
LEGACY BRANCH SF

Project Name:	Legacy Branch SF	*Date:*	12/12/23
Client Name:	One Mark	*Project No.:*	01.0170.006
City:	Celina		
County:	Collin		

ROADWAY CONSTRUCTION COST SUMMARY - LEGACY BRANCH SF

	ONSITE DOE BRANCH BLVD	OFFSITE DOE BRANCH BLVD	COLLECTOR ROAD (C.R. 970)	TOTAL
Roadway Length (Feet)	3,350	3,615	2,000	8,965
Water	$ 579,010	$ 831,744	$ 153,200	$ 1,563,954
Sewer	$ 370,340	-	$ 60,600	$ 430,940
Roadway	$ 2,412,763	$ 2,454,619	$ 1,025,683	$ 5,893,064
Total Cost w/ Contingency & Fees	**$ 4,437,989**	**$ 4,338,000**	**$ 1,636,117**	**$ 10,412,105**

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

EXHIBIT G

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COLLIN §

THIS GENERAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 2024, by _____ (hereinafter referred to as "**Grantor**"), to _____ (hereinafter referred to as "**Grantee**").

IN CONSIDERATION of the obligations provided for in the Legacy Branch Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, AND GRANTED and does hereby SELL, CONVEY, AND GRANT unto Grantee, its successors and assigns that certain property lying and being situated in Collin County, Texas, and described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements thereon and all right, title, and interest of Grantor in any oil, gas, and other minerals in, on and under and that may be produced from the land, as well as all development rights, land use entitlements, including without limitation, air rights, water, water rights, wastewater, and other utility commitments, allocations, and permits, and related rights appurtenant to the land, if any, and all of Grantor's right, title and interest as of the date hereof in and to (a) all privileges, rights, easements and appurtenances belonging to such land; and (b) all streets, alleys, passages and other rights-of-way or appurtenances (*collectively*, the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

EXECUTED this ____ day of _____, 2024.

EFFECTIVE as of the execution date hereof.

GRANTOR:

_____

By: _____
Name:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to 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 ____ day of _____, 2024.

_____

Notary Public for the State of Texas

My Commission Expires: _____

ACCEPTANCE BY GRANTEE:

_____

By: _____
Name:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to 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 ____ day of _____, 2024.

EXHIBIT A TO DEED
Property Description

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000102216

eRecording - Real Property

AGREEMENT

Recorded On: August 20, 2024 02:53 PM

Number of Pages: 42

" Examined and Charged as Follows: "

Total Recording: $185.00

********** **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:	2024000102216
Receipt Number:	20240820000408
Recorded Date/Time:	August 20, 2024 02:53 PM
User:	Michelle K
Station:	cck051

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

ARTICLE I
AMENDMENT OF AGREEMENT

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

"**Architecture**

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

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

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

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

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

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

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

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

[Signature Pages to Follow]

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

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: 2/11/2025

ATTEST:

By: _____
Lauren Vaughns, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On 02 11, 2025, before me, the undersigned personally appeared Ryan Tubbs, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

DEVELOPER:

TOLL SOUTHWEST LLC
a foreign limited liability company

By: _____
Name: Addison Rogers
Title: Authorized Signer

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on February 10, 2025, personally appeared Addison Rogers Authorized Signer of Toll Southwest LLC, a foreign limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

MEGHAN LEE METCALF
My Notary ID # 125322337
Expires June 6, 2025

Meghan Lee Metcalf
Notary Public in and for the State of Texas

Exhibit A

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



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024
Toll Brothers
ARCHIBALD (ALFORD)
ELEVATIONS
RANCH AT UPTOWN 60s
DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

Toll Brothers

ASTRID (CISCO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX

AUGUST, 2024



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

Toll Brothers

FLORIAN (SALADO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX

04-23-2024



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

GODFREY (PAMPA)

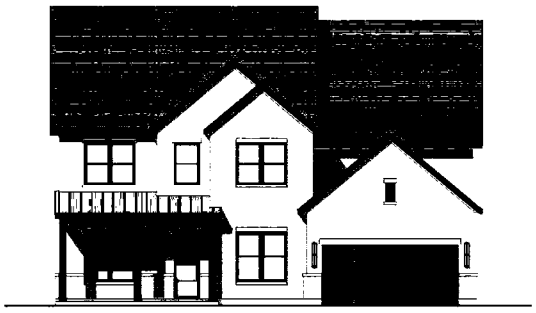
ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

PHILOMENA (LAVON)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 60s
DALLAS, TX

RANDOLPH (LIVE OAK)
ELEVATIONS

AUGUST, 2024

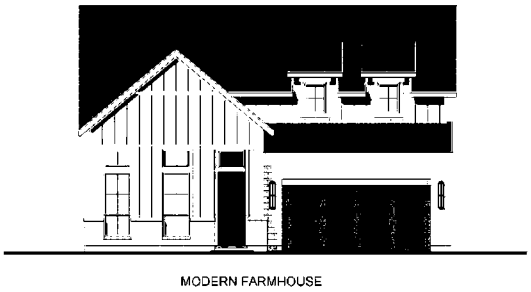
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

ALASTAIR (MAGGIE SPINOFF)
ELEVATIONS

AUGUST, 2024

Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

BARNABY (RIDGEHAVEN SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

CORBY (BRIANNA SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

COTSWOLD (MATAGORDA SPINOFF)

ELEVATIONS

RANCH AT UPTOWN 55

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

LYNDHURST (AUDREY SPINOFF)

ELEVATIONS

RANCH AT UPTOWN 55

DALLAS, TX

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2025000016585

eRecording - Real Property

AMENDMENT

Recorded On: February 12, 2025 03:59 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: $61.00

********** **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:	2025000016585
Receipt Number:	20250212000605
Recorded Date/Time:	February 12, 2025 03:59 PM
User:	Dwayne K
Station:	Station 11

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 91 acres to a Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, and modified development standards; generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway. (Creekbend (Legacy Branch) – PD Zoning) (Mohan)

Background Information:
The subject property is approximately 91 acres, generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway. The City approved and entered into a Development Agreement, approved by the City Council in 2024, that outlined the future annexation and zoning for the 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:
This zoning Ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Staff Presentation
2. Location Map

3. Draft Ordinance
4. Filed DA
5. Filed DA - First Amendment

Financial Consideration:
N/A

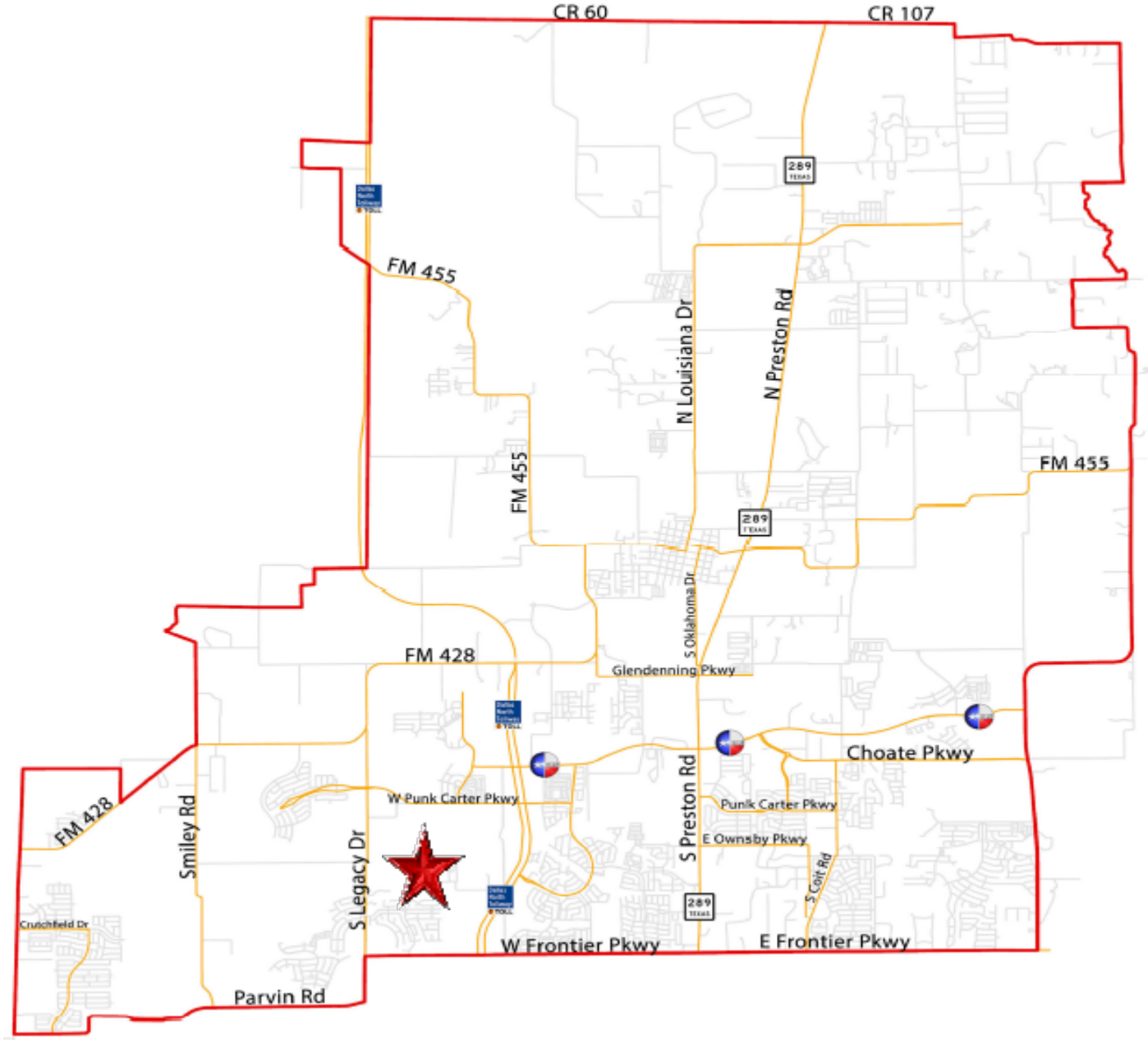
Staff Recommendation:
Staff recommends approval as presented, per the governing Development Agreement.

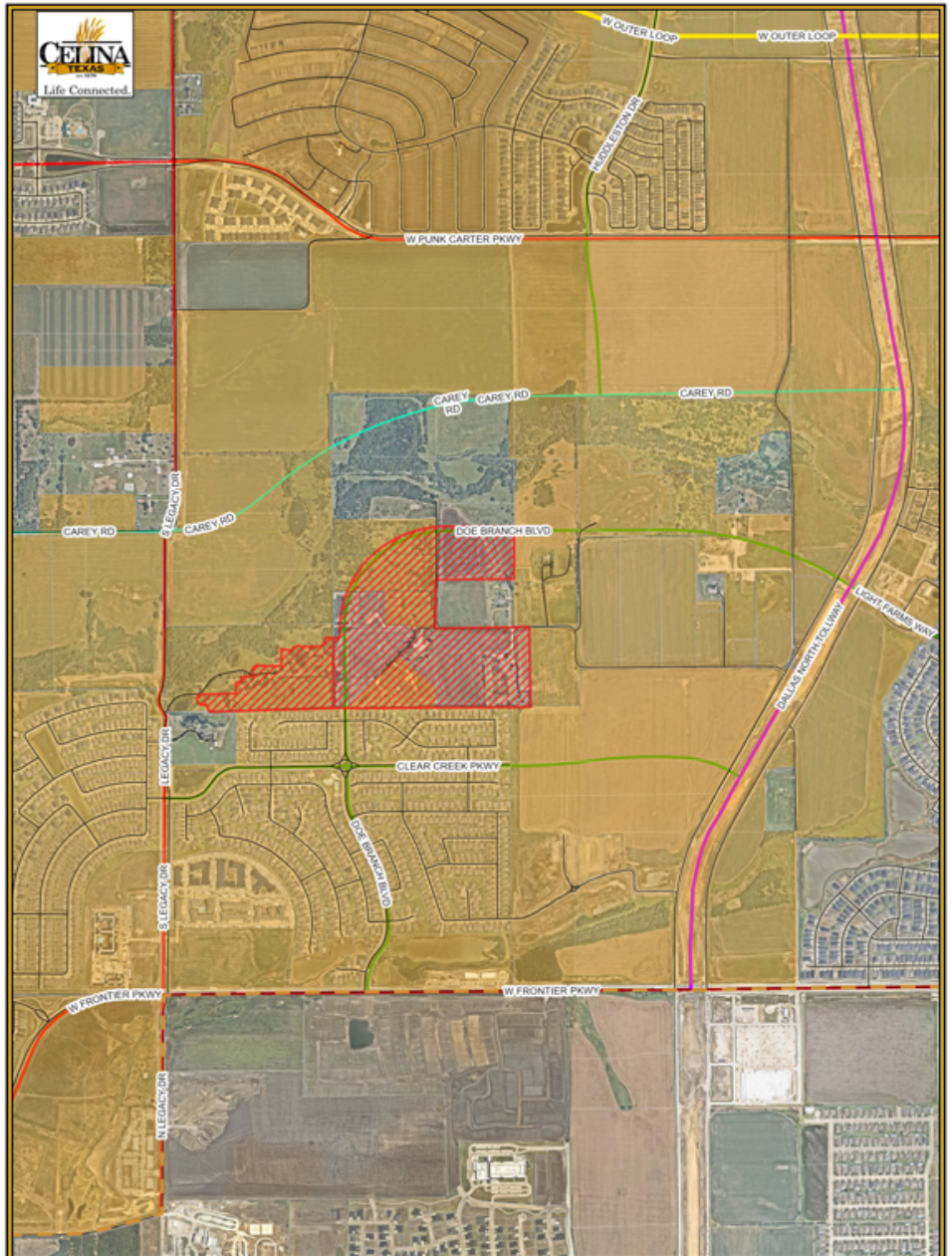
CREEKBEND (LEGACY BRANCH)

Annexation & PD Zoning

City Council
September 9, 2025




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
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located east and west of future Doe Branch Boulevard and 600 feet north of Clear Creek Parkway

BACKGROUND

- The subject property is approximately 91 acres, and located within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- Approximately 40 acres are within City Limits, and zoned Agriculture District (AG)
- Approximately 51 acres are within the ETJ
- The City approved and entered into a Development Agreement, approved by the City Council in 2024, that outlined 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

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:
  - 50’ wide lots
  - 60’ wide lots (30% minimum)
  - No alleys proposed
- The lots adjacent to the Creeks of Legacy neighborhood are required to be a minimum of 60’ wide lots
- No multi-family uses are proposed

CONCEPT PLAN

SINGLE FAMILY: ± 320 LOTS

50'X120' LOTS: ± 194

60'X125' LOTS: ± 126

TOTAL: ± 320 LOTS, ± 3.6 DU/AC

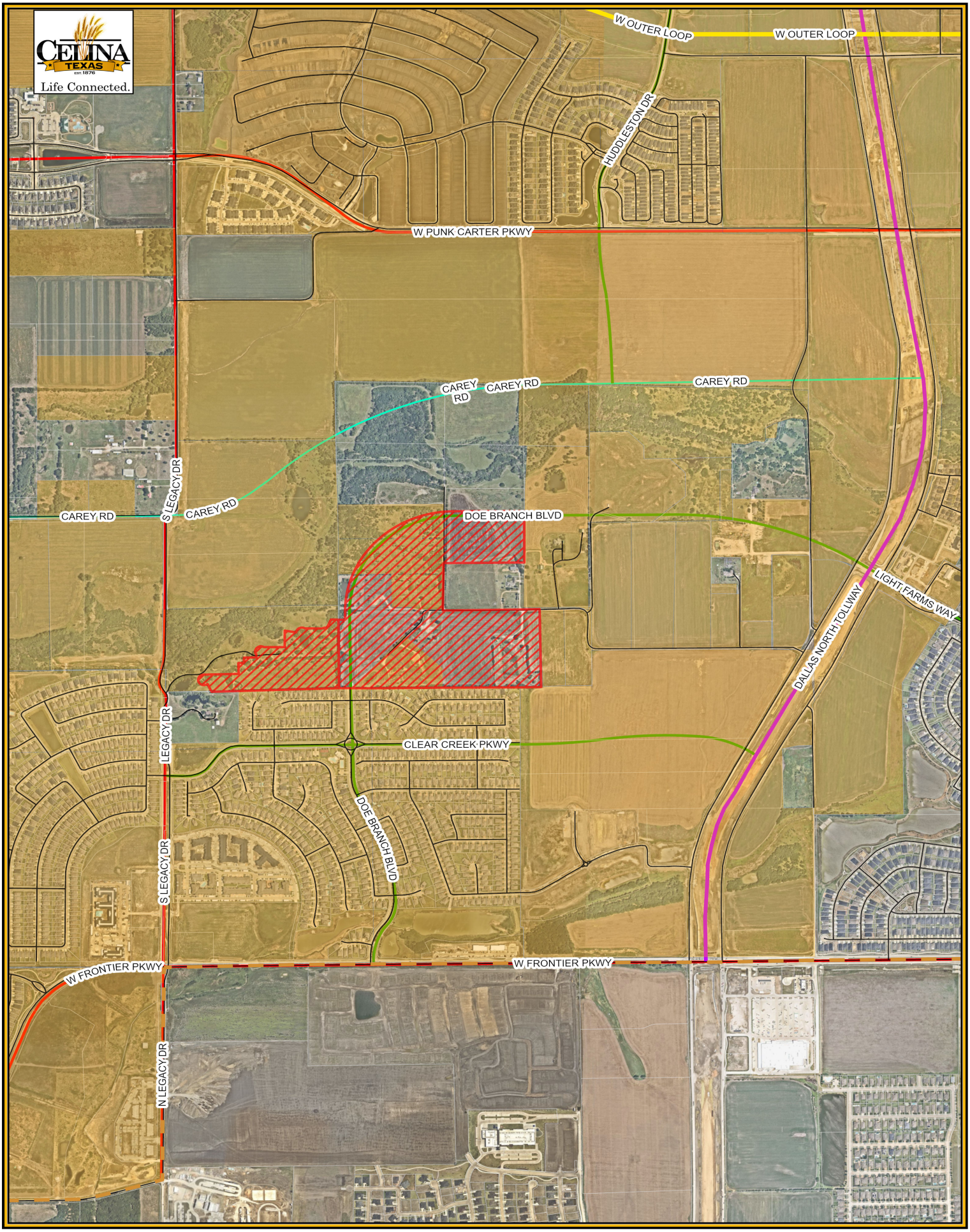


POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The project brings 51 acres into City limits
- A new neighborhood with open space and trails meets several key benchmarks within the Comprehensive Plan

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in August
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-11 Creekbend (Legacy Branch) - PD Zoning Location Map

7/23/2025

N
W E
S

0 950 1,900

Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-_____
CREEKBEND (LEGACY BRANCH)

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 91 ACRES LOCATED IN THE P.F. HUTCHERSON SURVEY, ABSTRACT NO. 408, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST AND WEST OF FUTURE DOE BRANCH BOULEVARD AND 600 FEET NORTH OF CLEAR CREEK PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 158 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), 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, Open Space Plan, Renderings, and Development Standards, set forth in Exhibits "C", "D", "E", and "F", 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. 158 with a base zoning of Single-Family Residential, Detached District (SF-R), 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:	Open Space Plan
Exhibit E:	Renderings
Exhibit F:	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. 158 with a base zoning of Single-Family Residential, Detached District (SF-R), with modified development standards, and incorporates the Concept Plan, Open Space Plan, Renderings, and Development Standards, attached hereto as Exhibit "C", "D", "E", and "F," 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 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BOUNDARY DESCRIPTION -
90.893 ACRES

BEING A TRACT OF LAND SITUATED IN THE P.F. HUTCHERSON SURVEY, ABSTRACT NO. 408, AND BEING A PORTION OF A CALLED 90.975 ACRES TRACT OF LAND DESCRIBED IN DEED TO KL LB BUY 4 LLC, RECORDED IN INSTRUMENT NO. 2024000138176, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND AT THE SOUTHEAST CORNER OF SAID 90.975 ACRES TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 5.169 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO DAVID TITTLE, RECORDED IN INSTRUMENT NO. 20001002001067160, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE NORTH LINE OF A REMAINDER OF A CALLED 117.454 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO 117 FARM ON TOLLWAY LTD, RECORDED IN INSTRUMENT NO. 20050701000885120, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89°08'39" WEST, WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID REMAINDER OF A 117.454 ACRES TRACT, A DISTANCE OF 211.93 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID REMAINDER OF A 117.454 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF CREEKS OF LEGACY, PHASE 1A, A SUBDIVISION OF RECORD IN INSTRUMENT NO. 2016-168, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE WITH THE SOUTH LINE OF SAID 90.975 ACRES TRACT, SAME BEING THE NORTH LINE OF SAID CREEKS OF LEGACY, PHASE 1A, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 89°46'06" WEST, A DISTANCE OF 804.96 FEET TO A 1/2-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND;
2. SOUTH 89°26'03" WEST, A DISTANCE OF 753.64 FEET TO A CALCULATED POINT;
3. NORTH 89°51'34" WEST, A DISTANCE OF 348.60 FEET TO A CALCULATED POINT, FROM WHICH A 1/2-INCH IRON ROD (LEANING) BEARS NORTH 37°42'23" EAST, 1.37 FEET, AND A 1/2-INCH IRON ROD WITH A CAP (CBG SURVEYING) FOUND BEARS NORTH 41°18'39" WEST, 4.88 FEET;
4. SOUTH 88°14'33" WEST, A DISTANCE OF 1342.47 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF A CALLED 15.396 ACRES TRACT OF LAND DESCRIBED IN DEED TO CITY OF CELINA, RECORDED IN INSTRUMENT NO. 2024000138173, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE WITH THE EAST LINE OF SAID 15.396 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 25°59'39" WEST, A DISTANCE OF 100.59 FEET TO A CALCULATED POINT OF CURVATURE;
2. ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 227.06 FEET, A CENTRAL ANGLE OF 216°49'51", AND A CHORD WHICH BEARS NORTH 20°06'37" WEST, A DISTANCE OF 113.85 FEET TO A CALCULATED POINT OF TANGENCY;
3. NORTH 88°46'29" EAST, A DISTANCE OF 354.66 FEET TO A CALCULATED POINT;
4. NORTH 00°22'36" WEST, A DISTANCE OF 125.00 FEET TO A CALCULATED POINT;
5. NORTH 89°37'24" EAST, A DISTANCE OF 62.03 FEET TO A CALCULATED POINT;
6. NORTH 00°22'36" WEST, A DISTANCE OF 73.86 FEET TO A CALCULATED POINT;
7. NORTH 89°37'24" EAST, A DISTANCE OF 138.00 FEET TO A CALCULATED POINT;
8. NORTH 00°27'39" WEST, A DISTANCE OF 22.36 FEET TO A CALCULATED POINT OF CURVATURE;
9. ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 164.53 FEET, A CENTRAL ANGLE OF 157°06'53", AND A CHORD WHICH BEARS NORTH 44°37'24" EAST, A DISTANCE OF 117.61 FEET TO A CALCULATED POINT OF TANGENCY;
10. NORTH 89°37'24" EAST, A DISTANCE OF 218.48 FEET TO A CALCULATED POINT;
11. NORTH 00°22'36" WEST, A DISTANCE OF 160.61 FEET TO A CALCULATED POINT;
12. NORTH 89°37'24" EAST, A DISTANCE OF 120.84 FEET TO A CALCULATED POINT OF CURVATURE;
13. ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 130.66 FEET, A CENTRAL ANGLE OF 124°46'30", AND A CHORD WHICH BEARS NORTH 60°47'35" EAST, A DISTANCE OF 106.33 FEET TO A CALCULATED POINT POINT OF TANGENCY;
14. NORTH 89°37'24" EAST, A DISTANCE OF 183.19 FEET TO A CALCULATED POINT OF CURVATURE;

Exhibit B
Depiction of Property

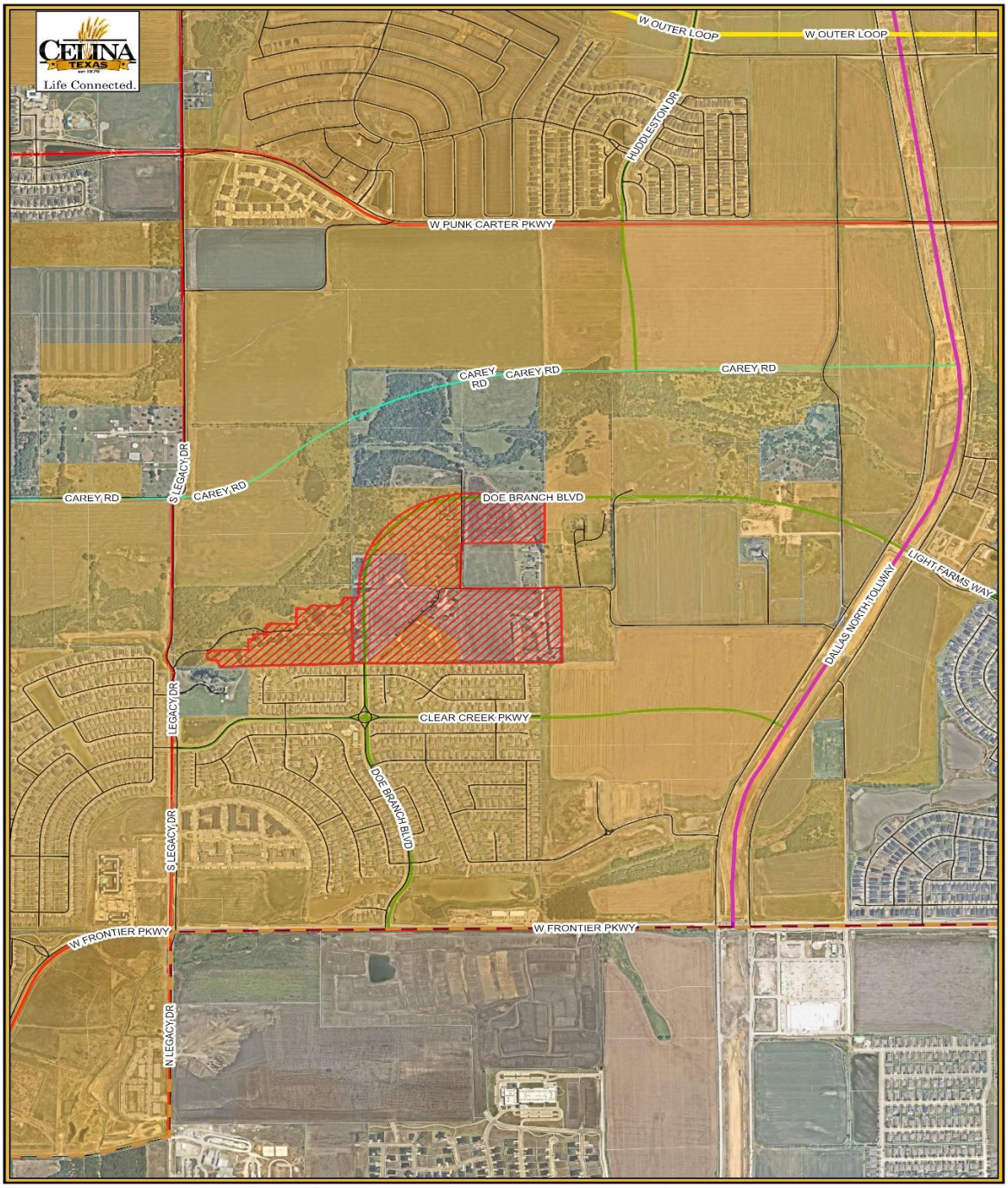


Exhibit C
Concept Plan

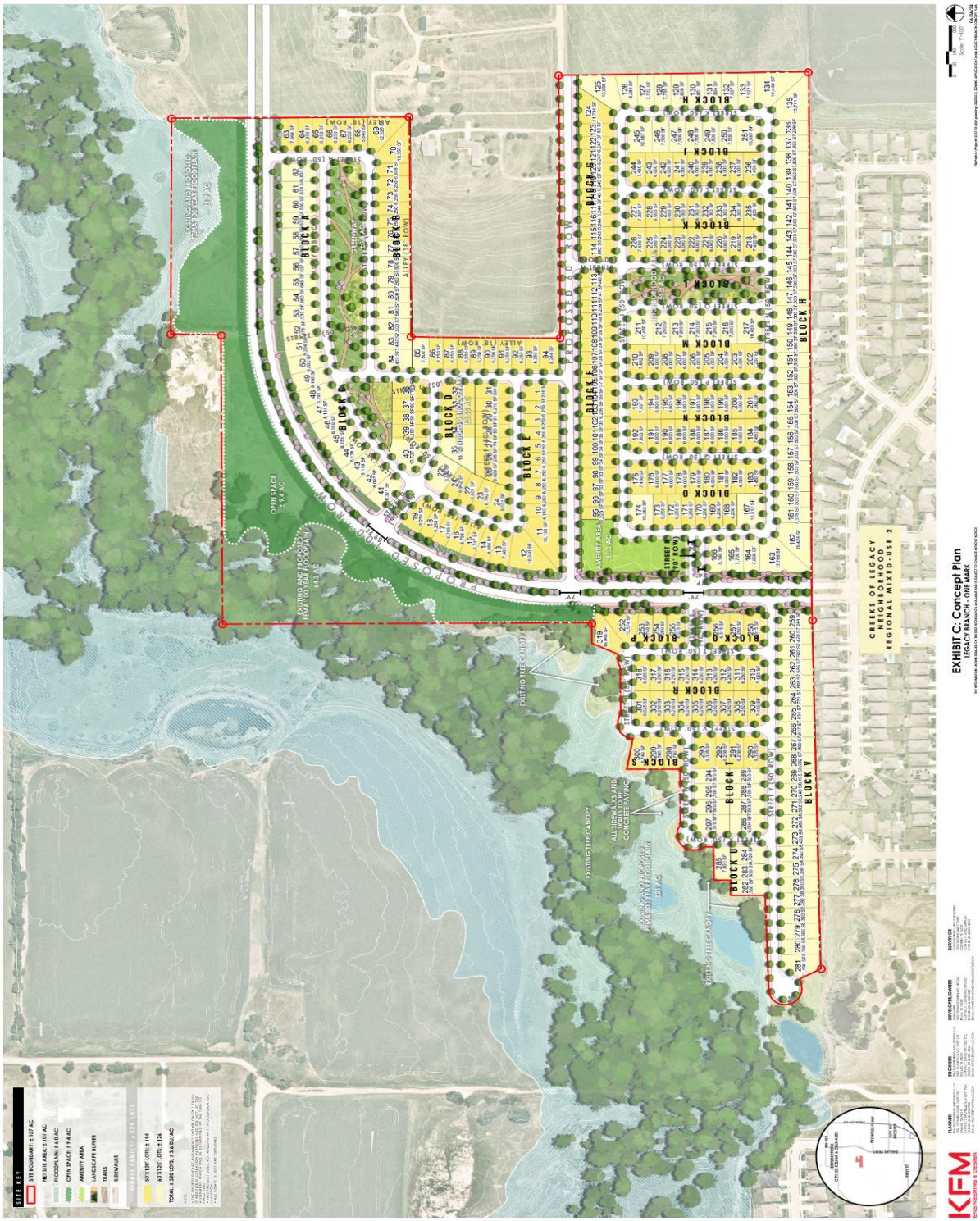


Exhibit D
Open Space Plan

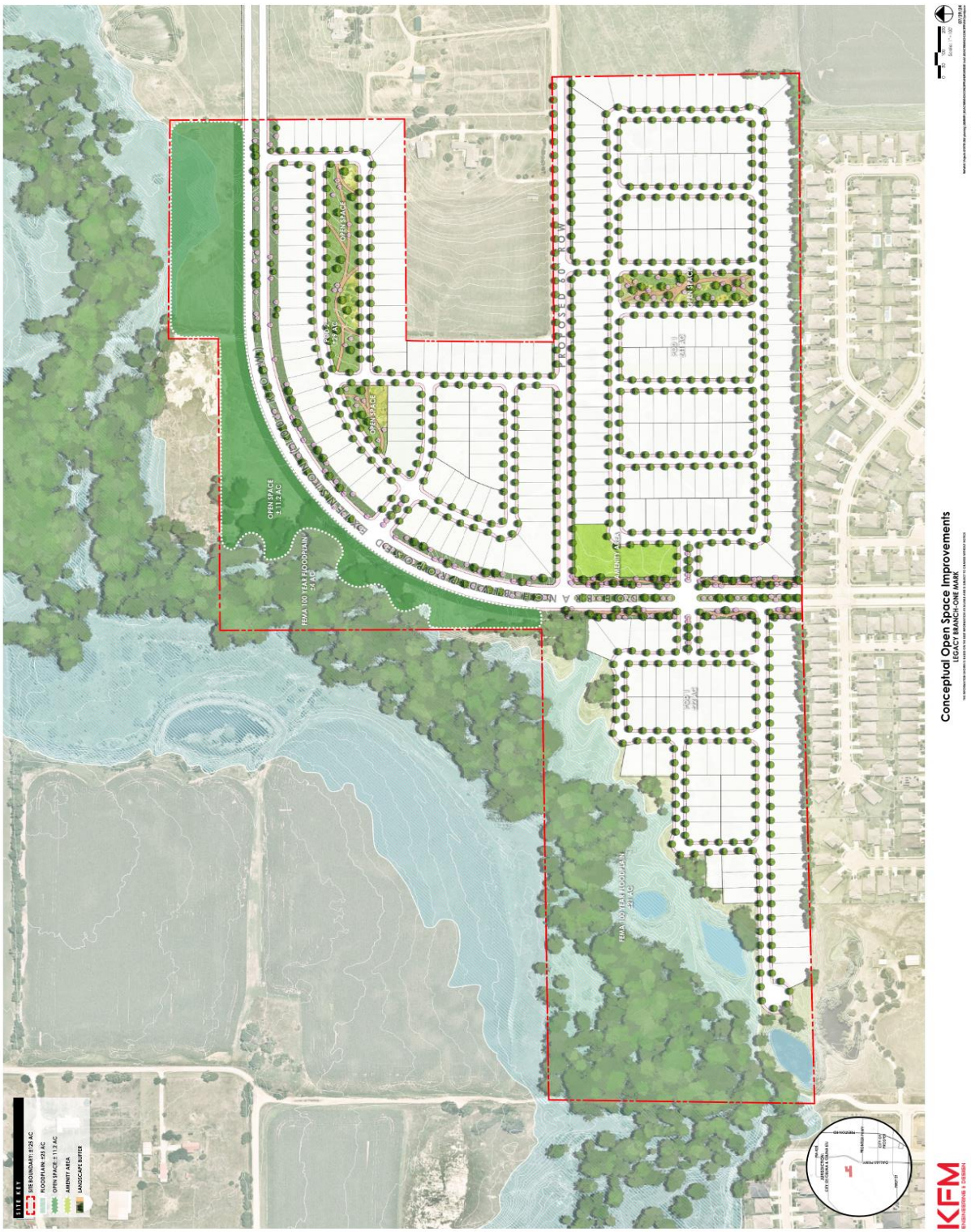
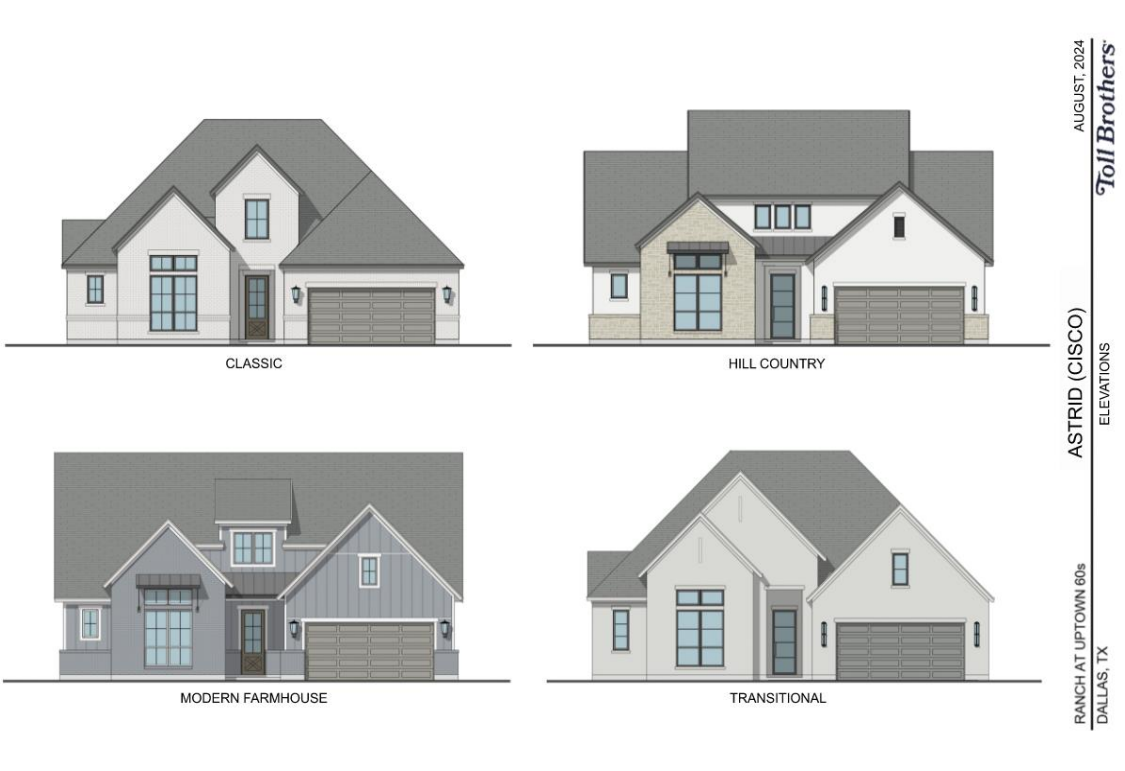


Exhibit E
Renderings







CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

FLORIAN (SALADO)
ELEVATIONS
RANCH AT UPTOWN 60s
DALLAS, TX
04-23-2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

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



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

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



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE

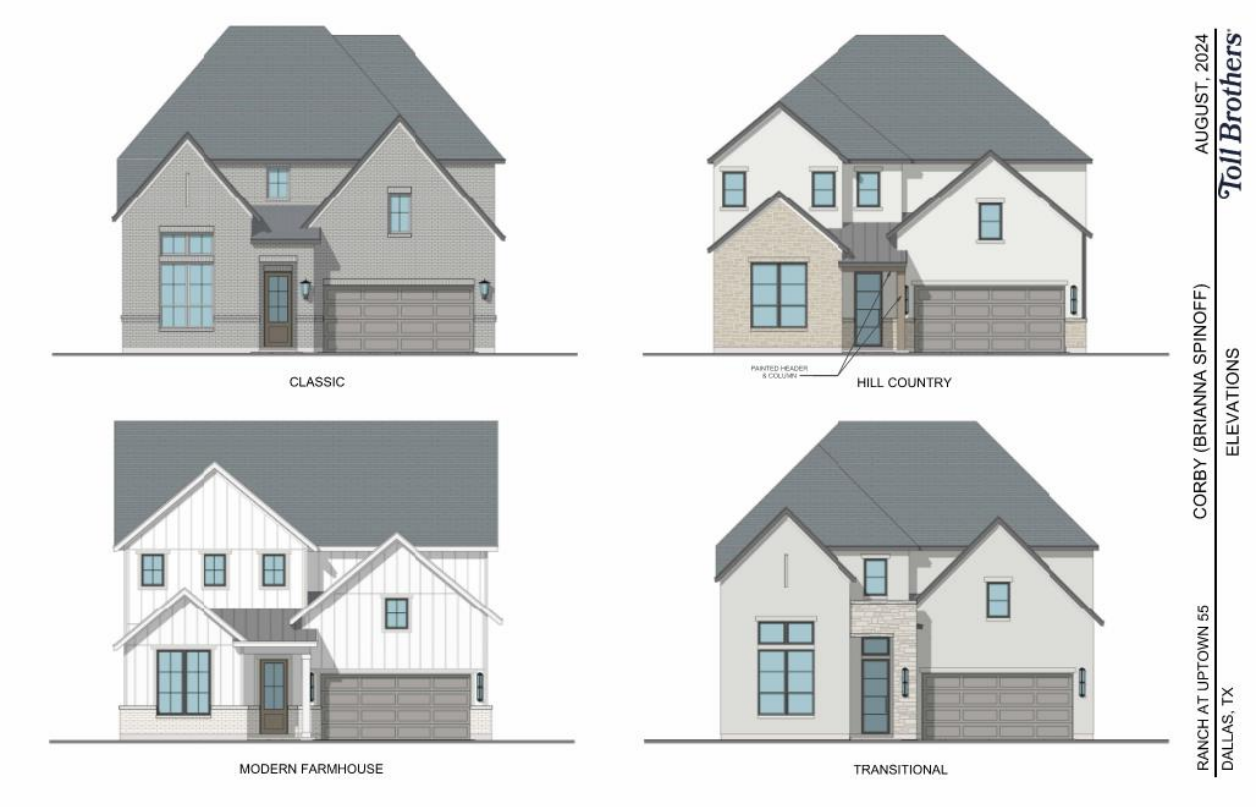


TRANSITIONAL

RANDOLPH (LIVE OAK)
ELEVATIONS
RANCH AT UPTOWN 60s
DALLAS, TX
AUGUST, 2024
Toll Brothers


CLASSIC
PAINTED HEADER & COLUMN
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
RANCH AT UPTOWN 55
DALLAS, TX
ALASTAIR (MAGGIE SPINOFF)
ELEVATIONS
Toll Brothers
AUGUST, 2024


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


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


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


CLASSIC
PAINTED HEADER
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
AUGUST, 2024
Toll Brothers
LYNDHURST (AUDREY SPINOFF)
ELEVATIONS
RANCH AT UPTOWN 55
DALLAS, TX

Exhibit F
Development Standards

Concept Plan

The Property shall generally develop in accordance with the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

The Development shall comply with the Neighborhood Vision Book, unless modified in these Development Standards.

Architecture

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

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

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

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

Open Space, Trails, & Amenities

The Developer shall construct and install the following:

- 12' concrete trail will be provided through the linear park system, generally as depicted in the Concept Plan.

- 8’ trails/sidewalks to connect amenity areas as shown on Concept Plan.
- Open Space/HOA amenities, including possible fire pits, grills, sitting areas, etc., dog park, playgrounds, and other amenities to be presented by the Developer and approved by the City at the time of Final Plat. All amenities will be contained within the proposed open spaces/amenity areas.
- Centralized amenity park/open space areas as generally shown, will serve as amenity for this single-family detached development.
- Open space areas adjacent to the future City Regional Park as shown.

All landscape setbacks, sidewalks, and screening shall comply with Zoning Ordinance. A Homeowners’ Association (HOA) shall be responsible for maintenance and operation of private open space, parks, trails, and amenities.

Zoning

The base zoning shall be SF-R, Single-Family Residential Detached District, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The Development shall abide by all City regulations, and as may be amended, except as follows:

Lot Regulations for SF-R

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Lots 50’ and wider do not require an alley. Lots less than 50’ in width require an alley.
- Lot counts shown on the Concept Plan are conceptual. Density allowed up to a maximum of 4.0 lots/acre. However, lot size mix must meet the following standards:

	Smallest Lot Size	Large Lot Size(s)
Min. Width	50’	60’
Lot % (Min/Max)	50% Min.	30% Min.

- Minimum lot size variation is 5.0’ between 50’ and 60’ products.
- Lots adjacent to the Creeks of Legacy neighborhood to the south shall be no less than 60’ in width.
- Front and rear yard setbacks shall be the following:
    - Front/rear yards for 50’ and 60’ lots shall total at least 40’.
- For all residential types, the following general area regulations apply:
    - The lot widths are measured along the arc of the front building line.
    - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35’.

LEGACY BRANCH DEVELOPMENT AGREEMENT

This Legacy Branch Development Agreement (this "Agreement") is entered into by and between OMA Celina, LLC, a Texas limited liability company (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, Owner owns 90.49 acres of land, 57.50 acres of which lies within the extraterritorial jurisdiction ("ETJ") of the City and 32.99 acres of land, which lies within the City's corporate limits; together totaling 90.49 acres of land, generally located north of the current terminus of Doe Branch Boulevard, 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 planned development with residential 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"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and open space improvements attached herein as **Exhibit E**; 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, 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 Parties have determined to exchange an adjacent 15.396 acre tract, the "Developer Exchange Tract" for an adjacent 15.885 acre tract, the "City Exchange Tract", both described by a metes and bounds description and a depiction in **Exhibit A-1**;

WHEREAS, the City finds that the City Exchange Tract abuts Developer's property, and because it is land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, falls within Texas Local Government Code Section 272.001(b)(1); and

WHEREAS, it is contemplated by the parties that the City Exchange Tract shall become a part of the Property, and shall be subject to this Agreement; 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.

Authorized Improvements means improvements authorized by Section 372.003 of the PID Act, and as identified in **Exhibit F**.

Bank Qualified Debt Fee is defined in Section 7.3(a).

Budgeted Costs means the estimated cost for an Authorized Improvements as set forth in **Exhibit F**.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 10.2.

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 10.1(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 are defined in Section 2.5.

End-Buyer is defined in Section 11.1.

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 12.2.

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).

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, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall extend Doe Branch Boulevard from the Property to the proposed location of the Dallas North Tollway.

(3) Developer shall construct Private Road 5155 in a manner that it becomes an extension of County Road 970, with a 60-foot right-of-way.

(d) Water Improvements by Developer. As required by the City Regulations Developer shall, at no direct cost to the City, design and construct the water improvements(the "Water Improvements").

(e) Open Space. Open Space shall be provided as shown on the Concept Plan. Amenities in the Open Space shall be provided in accordance with **Exhibit E**. The provision of Open Space with the amenities in the Open Space shall satisfy the City's Open space requirements.

(f) Homeowner Association. The Developer will create, in a manner acceptable to the City, a mandatory home owner association ("HOA"), which HOA shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, right of way irrigation systems, raised medians and other right of way landscaping, detention areas, drainage areas and screening walls within the Property. Common areas including but not limited to all landscaped entrances to the Property and right of way landscaping shall be maintained solely by the HOA. Maintenance of public rights of way by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

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 that for any reason are not funded by the proceeds of the PID Bonds 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 Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations. In the event of a conflict between this Agreement and the City Regulations, the Parties agree that this Agreement shall control, with the exception of approved zoning for the Property.

(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 Concept Plan shall serve as the approved Preliminary Plat for the Property. City may require analysis or modeling of engineering issues prior to approval of final plat. The Developer may submit a final plat for all or any portion of the Property. Any final 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. *As consideration for the impact fees being reduced for the Property, 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.

(a) Residential Fees Altered. 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, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting.

4.2 Land Exchange. The Parties shall exchange the Developer Exchange Tract to the City for the City Exchange Tract. The City Exchange Tract is land that is difficult to develop under its current zoning or under applicable subdivision or other development control ordinances because of its shape, and it abuts the Property, therefore Texas Local Government Code Section 272.001(b)(1) is applicable. The exchange of land will occur within 30 days of the Effective Date. The Warranty Deed used to convey the tracts shall be as provided for in **Exhibit G** and shall be executed by the City within five days of the Effective Date.

4.3 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 4.3 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.

4.4 <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 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the ETJ Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. The City may annex the ETJ Property upon the City's approval of the civil construction plans for all or a portion of the Property. This Agreement constitutes the service plan agreement for providing City services to the ETJ 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 ETJ 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 City Regulations, the Parties agree that this Agreement shall control over the ETJ Property until the ETJ Property is annexed, at which time the approved zoning shall control subject to the vested rights described herein. 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 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 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 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the Developer shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Cost provided on **Exhibit F**, as amended from time to time. If the total cost of the Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements (or segment or section thereof), except as provided for in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement (or segment or section thereof) and payment of all outstanding invoices by Developer for such Authorized Improvement (or segment or section thereof), if the actual cost of such Authorized Improvement (or segment or section thereof) is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be available to pay Cost Overruns on any other Authorized Improvement. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.4 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.

7.4 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 (a "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. Any receivables due under this Agreement may be assigned by the developer upon written notice to the City pursuant to Section 11.2 of this Agreement.

(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, a term including, among others, developers, homebuilders, builders, tenants, users, and occupants/owners, 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 City of Celina 142 North Ohio Celina, TX 75009 TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 TEL: (972) 668-6400
To the Developer:	Attn: Cameron Castaldo OMA Celina, LLC 5151 Headquarters Drive, Suite 165 Plano Texas 75024
With a copy to:	Robert Miklos Ferguson Braswell Fraser Kubasta 2500 Dallas Parkway, Suite 600 Plano, Texas 75063

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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in Collin County District Court.

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 A-1	The Exchange Tracts
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Open Space Improvements
Exhibit F	Cost Estimates
Exhibit G	General Warranty Deed

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 Anti-Boycott Verification. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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. 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.

11.19 Not a Listed 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, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and 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. As used in this Section, 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 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

11.20 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing

verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, 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. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

11.21 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, 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,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, 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 enacted by such Senate Bill, 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 enacted by such Senate Bill, 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,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), 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 as used in this Section, 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 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on 08/13/24, 2024.

Date: 08/16/24

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 16 day of Aug, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public, State of Texas

_____
Name printed or typed

Commission Expires:_____

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

DEVELOPER:

OMA Celina LLC

By: _____
Name: Cameron Castaldo
Title: President

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 13, 2024, personally appeared Castaldo, Cameron of OMA Celina, LLC, a TX limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

DEDRA J. BATES
Notary Public, State of Texas
Comm. Expires 12-17-2024
Notary ID 1053781-3

Dedra J Bates
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

90.975 Acres

BEING all of tract of land situated in the William Davenport Survey, Abstract No. 262 and the P.F. Hutcherson Survey, Abstract No. 408, City of Celina, Collin County, Texas, being a portion of a called 39.965 acre tract of land described in the deed to City of Celina, recorded in Instrument No. 20201123002091340, Official Public Records of Collin County, Texas, a portion of a called 6.000 acre tract of land described as Tract 1 in the deed to Maram 10.28 acre tract of land described in the deed to Sri Lakshmi Ganapathi Venrtures LLC, recorded in Instrument No. 2022000169876, said Official Public Records, a portion of a called 10.26 acre tract of land described as Tract 1 in the deed to Jaimaruthi Ventures LLC, recorded in Instrument No. 20210603001131110, said Official Public Records, a portion of a called 5.492 acre tract of land described in the deed to Jaimaruthi Ventures, recorded in Instrument No. 20210604001133580, said Official Public Records, all of a called 4.997 acre tract of land described in the deed to Jaimaruthi Ventures, LLC, recorded in Instrument No. 20211116002341380, said Official Public Records, a portion of a called 11.18 acre tract of land described in the deed to DoeBranch2DNT LLC, recorded in Instrument No. 20210708001376160, said Official Public Records, all of a called 3.721 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 2022000133149, said Official Public Records, all of a called 3.728 acre tract of land escribed in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284450, said Official Public Records, all of a called 3.731 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000284500, said Official Public Records, all of a called 10.31 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210209000282540, said Official Public Records and all of a called 10.34 acre tract of land described in the deed to Srianjaneya LLC, recorded in Instrument No. 20210210000283420, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch rod with a cap found in the northerly line of a called 117.4541 acre tract described in the deed to 117 Farm on Tollway LTD, recorded in Instrument No. 20050701000885120, said Official Public Records, for the southeast corner of said 10.34 acre tract, common to the southwest corner of a called 5.169 acre tract of land described in the deed to David Tittle, recorded in Instrument No. 20001002001067160, said Official Public Records;

THENCE South 89°08'39" West, with the southerly line of said 10.34 acre tract and the northerly line of said 117.4541 acre tract, a distance of 211.93 feet to a 1/2-inch iron rod found for an angle point in the southerly line of said 10.34 acre tract, common to the northwest corner of said 117.4541 acre tract and the northeast corner of Creeks of Legacy, Phase 1A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 20160310010000990, Plat Records of Collin County, Texas;

THENCE South 89°46'06" West, with the southerly lines of said 10.34 acre tract, said 10.31 acre tract and the northerly line of said Creeks of Legacy, Phase 1A, a distance of 804.96 feet to a 1/2-iron rod with a cap found for the southwest corner of said 10.31 acre tract, common to the southeast corner of said 3.728 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

THENCE South 89°26'03" West, with the southerly line of said 3.728 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 1/2-inch iron rod found for the southwest corner of said 3.728 acre tract, common to the southeast corner of said 3.731 acre tract at a distance of 145.65 feet, continuing on said course with the southerly line of said 3.731 acre tract, a total distance of 753.64 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" (hereinafter referred to as capped iron rod set) for an angle point in the southerly line of said 3.731 acre tract, common to an angle point in northerly line of said Creeks of Legacy, Phase 1A;

THENCE North 89°51'34" West, with the southerly lines of said 3.731 acre tract and said 11.18 acre tract, a distance of 348.60 feet to a 1-inch iron rod found for the southwest corner of said 11.18 acre tract, common to the southeast corner of said 39.965 acre tract and an angle point in the northerly line of said Creeks of Legacy, Phase 1A;

EXHIBIT A - continued
DESCRIPTION OF THE PROPERTY

THENCE South 88°14'33" West, with the southerly line of said 39.965 acre tract and continuing with the northerly line of said Creeks of Legacy, Phase 1A, passing a 5/8-inch iron rod found for the northwest corner of said Creeks of Legacy, Phase 1A, common to the northeast corner of a called 10.27 acre tract of land described in the deed to Carl P. Parrish and Dale Parrish, recorded in Instrument No. 20030114000082680, said Official Public Records, at a distance of 1,062.31 feet, continuing on said course, a total distance of 1,342.47 feet to a capped iron rod set for corner;

THENCE severing said 39.965 acre tract, said 11.18 acre tract, said 5.492 acre tract, said 10.26 acre tract, said 6.000 acre tract, the following courses:

1. North 25°59'39" West, a distance of 100.66 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

2. Northerly along said curve having a radius of 60.00 feet, a delta angle of 217°33'30", an arc length of 227.83 feet, a chord bearing North 20°05'51" West and chord distance of 113.61 feet to a capped iron rod set at the end of said curve;

3. North 88°40'54" East, a distance of 367.73 feet to a capped iron rod set for corner;

4. North 01°19'06" West, a distance of 125.00 feet to a capped iron rod set for corner;

5. North 88°40'54" East, a distance of 60.00 feet to a capped iron rod set for corner;

6. North 01°19'06" West, a distance of 60.00 feet to a capped iron rod set for corner;

7. North 88°40'54" East, a distance of 130.00 feet to a capped iron rod set for corner;

8. North 01°19'06" West, a distance of 33.18 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

9. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 158°25'59", an arc length of 165.91 feet, a chord bearing of North 44°20'27" East and chord distance of 117.88 feet to a capped iron rod set at the end of said curve;

10. North 90°00'00" East, a distance of 218.20 feet to a capped iron rod set for corner;

11. North 00°00'00" East, a distance of 190.89 feet to a capped iron rod set for corner;

12. South 79°53'40" East, a distance of 122.06 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

13. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 119°16'52", a chord bearing of North 63°55'01" East and chord distance of 103.54 feet to a capped iron rod set at the end of said curve;

14. North 90°00'00" East, a distance of 183.67 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;

15. Easterly along said curve having a radius of 60.00 feet, a delta angle of 47°52'15", an arc length of 50.13 feet, a chord bearing of North 80°22'41" East and chord distance of 48.68 feet to a capped iron rod set at the end of said curve;

EXHIBIT A - continued
DESCRIPTION OF THE PROPERTY

16. North 24°21'42" East, a distance of 104.44 feet to a capped iron rod set for corner;

17. South 88°16'51" East, a distance of 117.14 feet to a capped iron rod set for corner;

18. North 90°00'00" East, a distance of 30.00 feet to a capped iron rod set for corner;

19. North 00°00'00" East, a distance of 97.54 feet to the beginning of a tangential curve to the right;

20. Northeasterly along said curve having a radius of 1,150.00 feet, a delta angle of 89°51'31", an arc length of 1,803.58 feet, a chord bearing of North 44°55'45" East and a chord distance of 1,624.34 feet to a capped iron rod set at the end of said curve;

21. North 89°51'31" East, a distance of 739.28 feet to a capped iron rod set in the easterly line of said 6.000 acre tract and the westerly line of a called 41.00 acre tract of land described in the deed to Don McKenzie and wife, Karla McKenzie, recorded in Instrument No. 19950321000190820, said Official Public Records;

THENCE South 00°06'34" West, with the easterly line of said 6.000 acre tract and the westerly line of said 41.00 acre tract, a distance of 48.69 feet to a 1/2-inch iron rod found for the southeast corner of said 6.000 acre tract, common to the northeast corner of said 10.368 acre tract;

THENCE South 00°30'44" East, with the easterly line of said 10.368 acre tract and continuing with the westerly line of said 41.00 acre tract, a distance of 534.08 feet to a 1/2-inch iron rod found for the southeast corner of said 10.368 acre tract, common to the northeast corner of a called 10.96 acre tract of land described in the deed to The Mayfield Family Revocable Trust, recorded in Instrument No. 20220221000287240, said Official Pubic Records;

THENCE South 89°37'46" West, with the southerly line of said 10.368 acre tract and the northerly line of said 10.96 acre tract, passing a 1/2-inch iron rod found on the easterly side of Private Road 5156 at a distance of 821.64 feet, continuing on said course, a total distance of 852.20 feet to a capped iron rod set in said Private Road 5156 and in the easterly line of said 10.26 acre tract for the southwest corner of said 10.368 acre tract, common to the northwest corner of said 10.96 acre tract;

THENCE South 00°49'36" West, in said Private Road 5156 with the easterly line of said 10.26 acre tract and the westerly line of said 10.96 acre tract, a distance of 142.36 feet to a 5/8-inch iron rod found for the southeast corner of said 10.26 acre tract, common to the northeast corner of said 4.997 acre tract;

THENCE South 00°48'31" West, continuing in said Private Road 5156 with the easterly line of said 4.997 acre tract and continuing with the westerly line of said 10.96 acre tract, a distance of 413.54 feet to a 1/2-inch iron rod with a cap found at the intersection of said Private Road 5156 and Private Road 5155 for the southeast corner of said 4.997 acre tract, common to the northeast corner of said 3.721 acre tract, the northwest corner of said 10.31 acre tract and the southwest corner of said 10.96 acre tract;

THENCE North 89°37'24" East, in said Private Road 5155 with the northerly lines of said 10.31 acre tract and said 10.34 acre tract, a distance of 1,016.40 feet to a 1/2-inch iron rod found for the northeast corner of said 10.34 acre tract;

THENCE South 00°33'13" East, with the easterly line of said 10.34 acre tract, a distance of 885.17 feet to the POINT OF BEGINNING and enclosing 90.975 acres (3,962,858 square feet) of land, more or less.

EXHIBIT A-1
THE EXCHANGE TRACTS

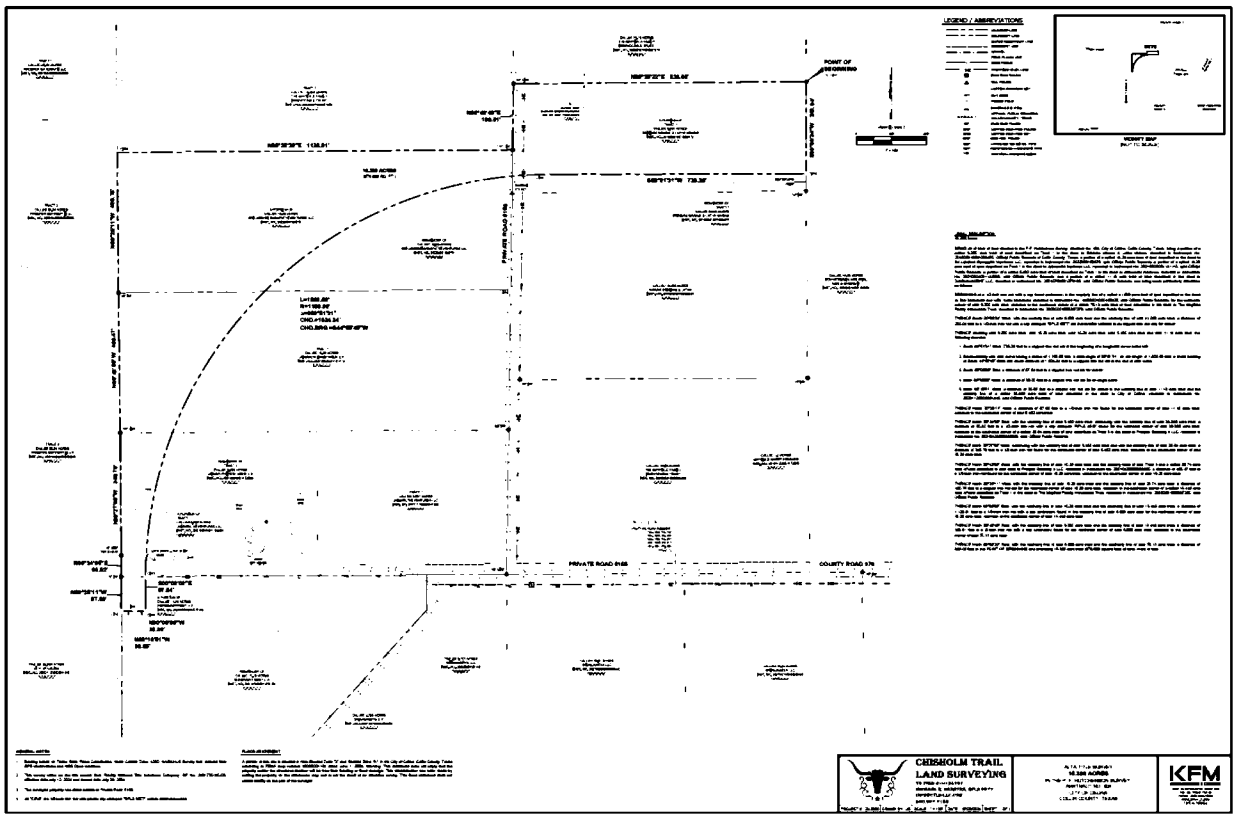


EXHIBIT A-1
THE EXCHANGE TRACTS
(CONTINUED)

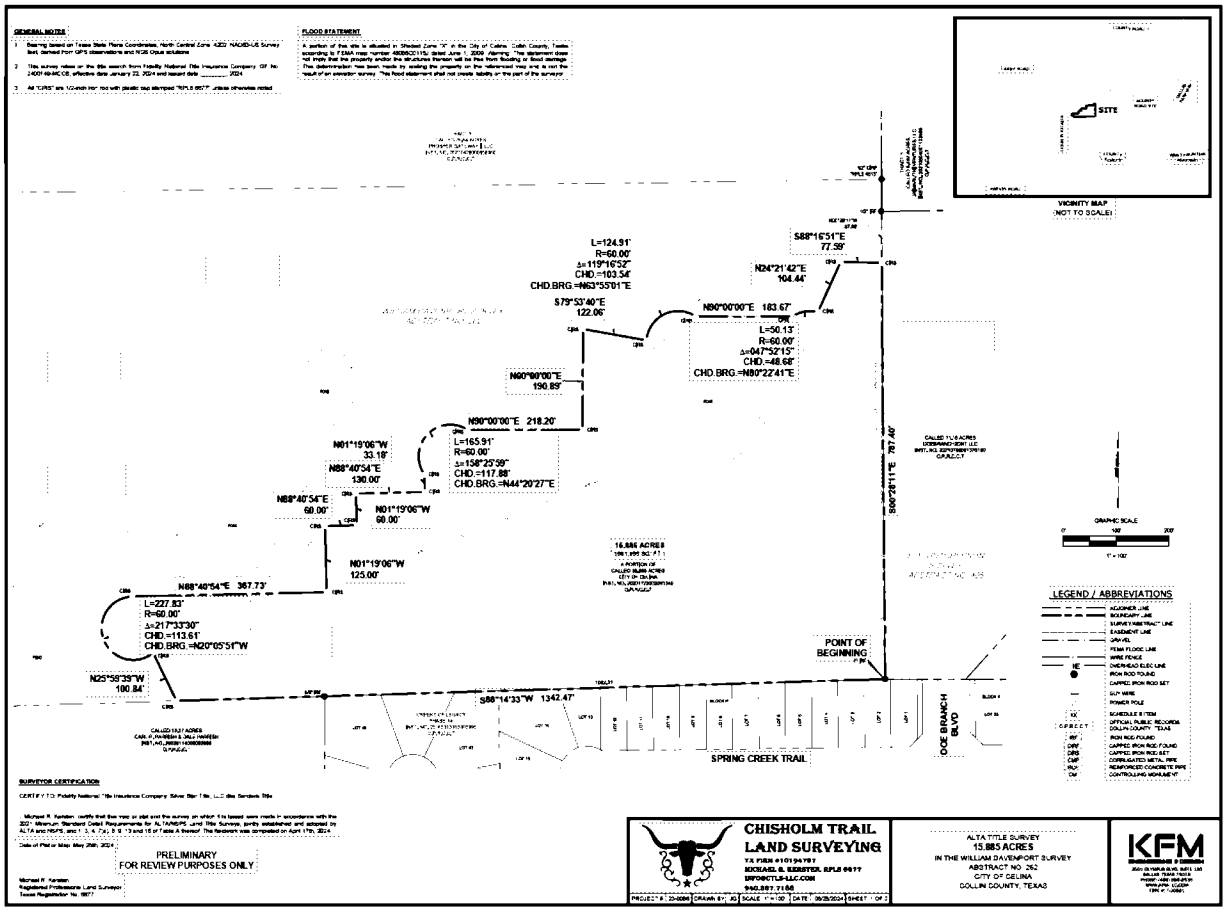
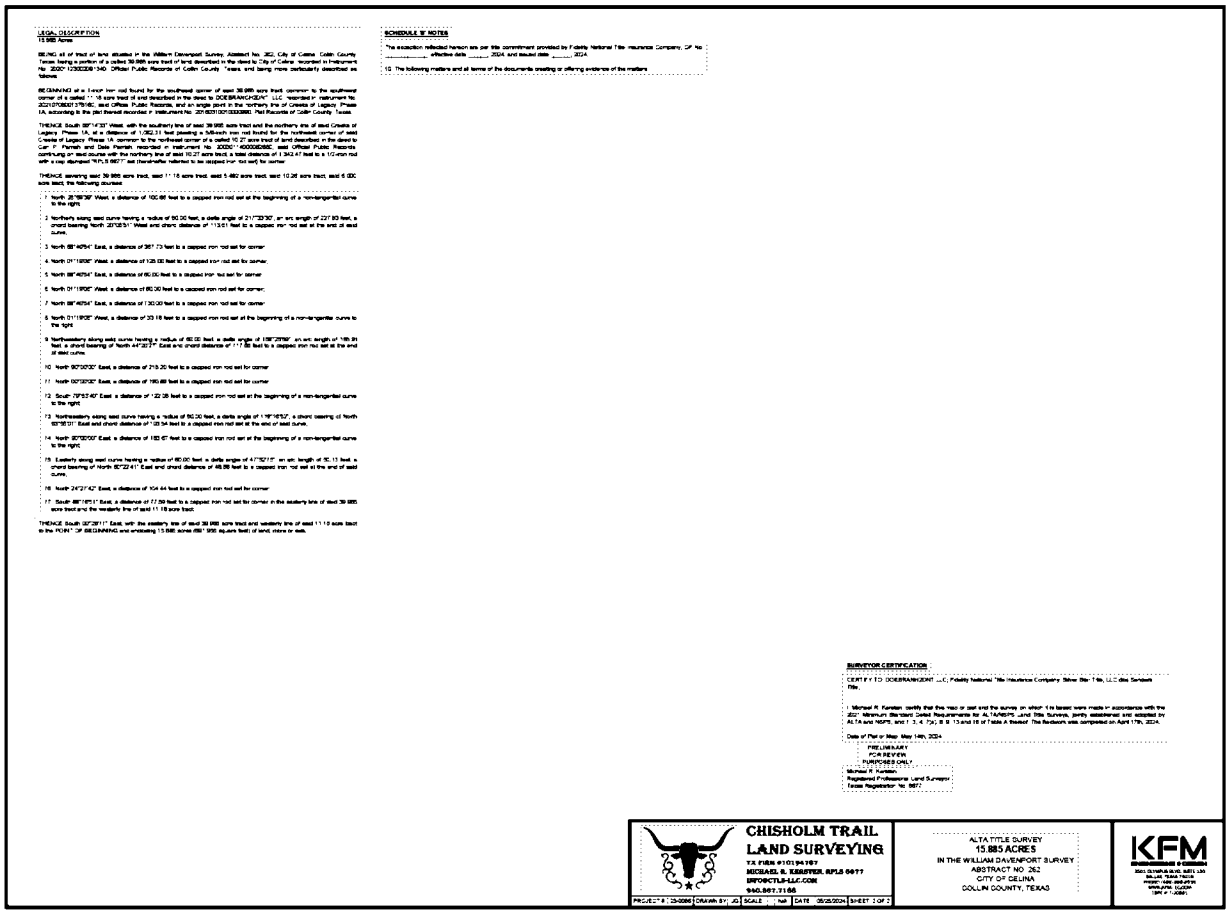


EXHIBIT A-1
THE EXCHANGE TRACTS
(CONTINUED)



LEGAL DESCRIPTION
15.885 Acres

BEING all of tract of land situated in the William Davenport Survey, Abstract No. 262, City of Celina, Collin County, Texas, being a portion of a called 39.995 acre tract of land described in the deed to City of Celina, recorded in Instrument No. 20001123000081340, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 39.995 acre tract, common to the southwest corner of a called 11.18 acre tract of land described in the deed to DOEBRANCH,DFW, LLC, recorded in Instrument No. 20210726001179180, said Official Public Records, and an angle point in the northerly line of Creeks of Legacy, Phase 1A, according to the plat thereof recorded in Instrument No. 20180301010333980, Plat Records of Collin County, Texas;

THENCE South 89°14'33" West, with the southerly line of said 39.995 acre tract and the northerly line of said Creeks of Legacy, Phase 1A, at a distance of 1,062.31 feet passing a fd4inch iron rod found for the northwest corner of said Creeks of Legacy, Phase 1A, common to the northeast corner of a called 10.27 acre tract of land described in the deed to Carl F. Parrish and Dale Parrish, recorded in Instrument No. 20200114000063890, said Official Public Records, continuing on said course with the northerly line of said 10.27 acre tract, a total distance of 1,342.47 feet to a 1/2-inch rod with a cap stamped "KFL S 6677" set (hereinafter referred to as capped iron rod set) for corner;

THENCE departing said 39.995 acre tract, said 11.18 acre tract, said 5.482 acre tract, said 10.26 acre tract, said 6.000 acre tract, the following courses:

1. North 25°59'39" West, a distance of 100.66 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
2. Northerly along said curve having a radius of 60.00 feet, a delta angle of 21°72'30", an arc length of 227.83 feet, a chord bearing North 25°05'51" West and chord distance of 113.61 feet to a capped iron rod set at the end of said curve;
3. North 68°49'54" East, a distance of 361.73 feet to a capped iron rod set for corner;
4. North 01°19'06" West, a distance of 125.00 feet to a capped iron rod set for corner;
5. North 88°49'54" East, a distance of 60.00 feet to a capped iron rod set for corner;
6. North 01°19'06" West, a distance of 60.00 feet to a capped iron rod set for corner;
7. North 88°49'54" East, a distance of 1,300.00 feet to a capped iron rod set for corner;
8. North 01°19'06" West, a distance of 33.18 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
9. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 158°25'56", an arc length of 165.91 feet, a chord bearing of North 44°30'21" East and chord distance of 117.85 feet to a capped iron rod set at the end of said curve;
10. North 90°00'00" East, a distance of 219.20 feet to a capped iron rod set for corner;
11. North 00°00'00" East, a distance of 180.69 feet to a capped iron rod set for corner;
12. South 79°57'40" East, a distance of 122.38 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
13. Northeasterly along said curve having a radius of 60.00 feet, a delta angle of 1°87'16'52", a chord bearing of North 80°16'31" East and chord distance of 125.54 feet to a capped iron rod set at the end of said curve;
14. North 90°00'00" East, a distance of 182.47 feet to a capped iron rod set at the beginning of a non-tangential curve to the right;
15. Easterly along said curve having a radius of 60.00 feet, a delta angle of 47°52'17", an arc length of 95.11 feet, a chord bearing of North 90°22'41" East and chord distance of 48.86 feet to a capped iron rod set at the end of said curve;
16. North 24°37'42" East, a distance of 104.44 feet to a capped iron rod set for corner;
17. South 88°18'51" East, a distance of 77.99 feet to a capped iron rod set for corner in the easterly line of said 39.995 acre tract and the westerly line of said 11.18 acre tract;

THENCE South 00°29'11" East, with the easterly line of said 39.995 acre tract and westerly line of said 11.18 acre tract to the POINT OF BEGINNING and containing 15.885 acres (691,956 square feet) of land, more or less.

SCHEDULE 'B' NOTES

The exception reflected hereon are per title commitment provided by Fidelity National Title Insurance Company, GF No. _____, effective date _____, 2024, and issued date _____, 2024.

10. The following matters and all terms of the documents creating or offering evidence of the matters

SURVEYOR CERTIFICATION

CERTIFY TO: DOEBRANCH,DFW, LLC; Fidelity National Title Insurance Company; Below Star Title, LLC dba Sunbelt Title;

I, Michael R. Kersten, certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and I, 3, 4, 7(a), 8, 9, 13 and 16 of Table A thereof. The fieldwork was completed on April 17th, 2024.

Date of Plat or Map: May 14th, 2024

PRELIMINARY
FOR REVIEW
PURPOSES ONLY

Michael R. Kersten
Registered Professional Land Surveyor
Texas Registration No. 6677

CHISHOLM TRAIL
LAND SURVEYING
TX FIRM #10194707
MICHAEL R. KERSTEN, RPLS 6677
INFO@CTLS-LLC.COM
940.597.7166

PROJECT #: 23-0066 | DRAWN BY: JG | SCALE: 1" = 60' | DATE: 05/20/2024 | SHEET: 1 OF 2

ALTA TITLE SURVEY
15.885 ACRES
IN THE WILLIAM DAVENPORT SURVEY
ABSTRACT NO. 262
CITY OF CELINA
COLLIN COUNTY, TEXAS

KFM

EXHIBIT B
DEPICTION OF THE PROPERTY

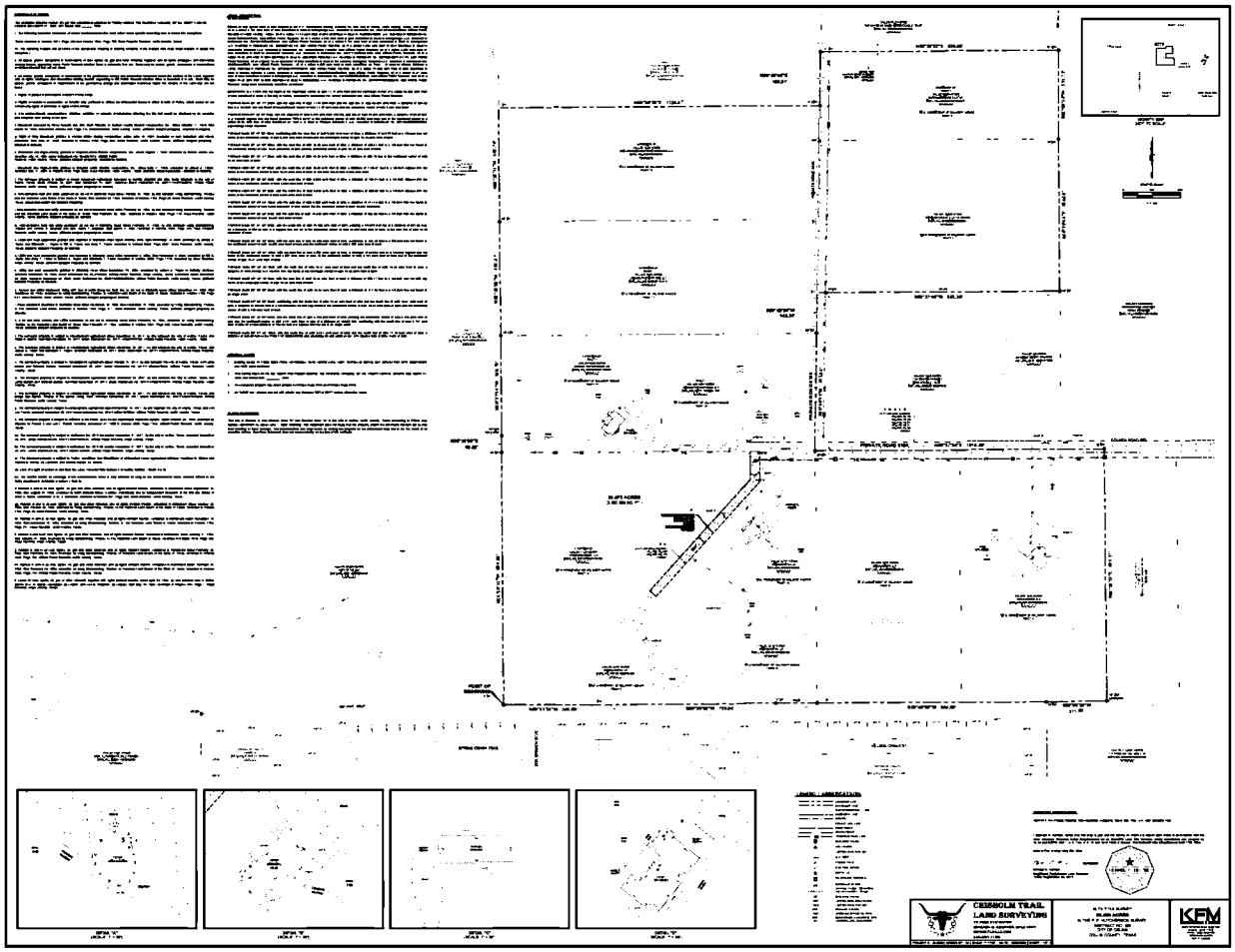


EXHIBIT C
CONCEPT PLAN

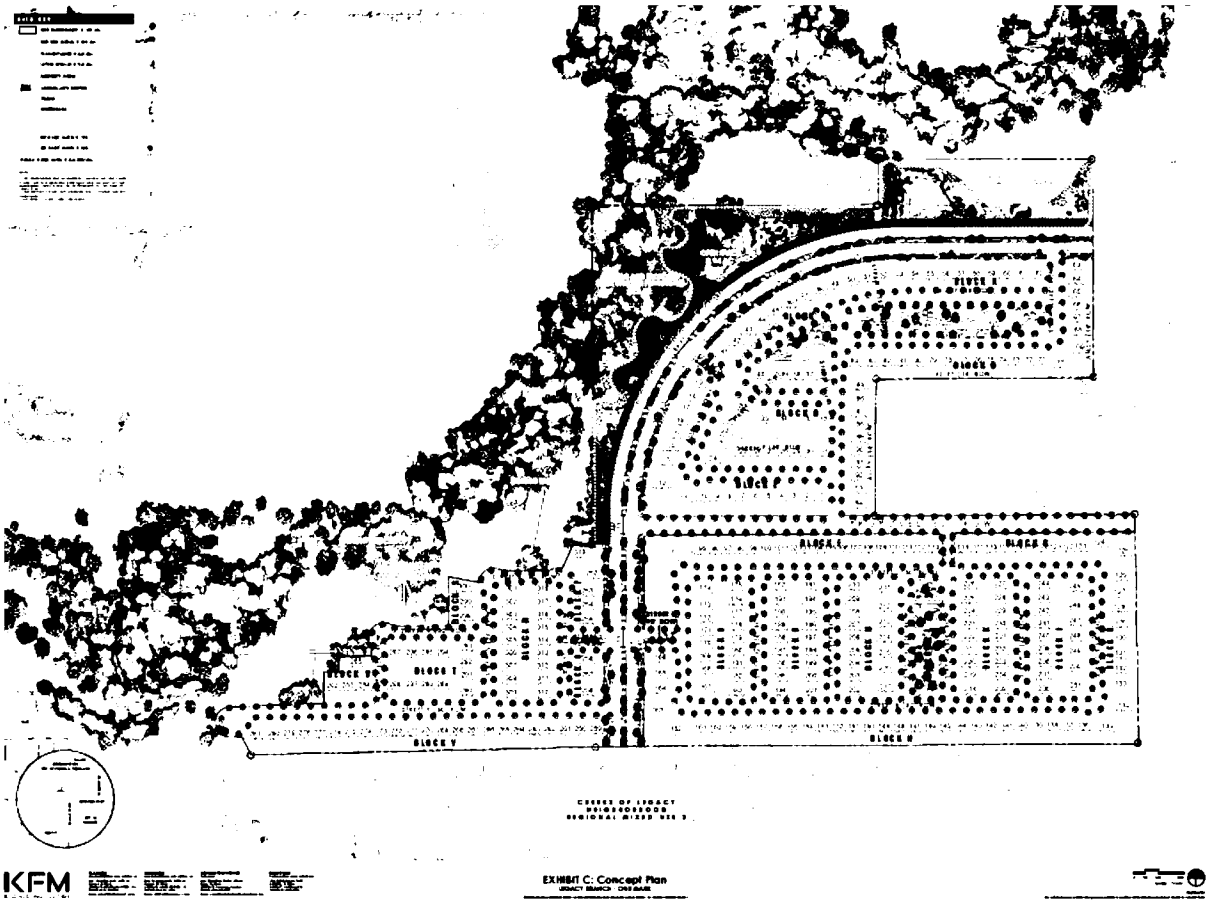


EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The Property shall generally develop in accordance with the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

The Development shall comply with the Neighborhood Vision Book, unless modified in these Development Standards.

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.

Open Space, Trails, & Amenities

The Developer shall construct and install the following:

- 12'-concrete trail will be provided through the linear park system, generally as depicted in the Concept Plan.
- 8' trails/sidewalks to connect amenity areas as shown on Concept Plan.
- Open Space/HOA amenities, including possible fire pits, grills, sitting areas, etc., dog park, playgrounds, and other amenities to be presented by the Developer and approved by the City at the time of Final Plat. All amenities will be contained within the proposed open spaces/amenity areas.
- Centralized amenity park/open space areas as generally shown, will serve as amenity for this single-family detached development.

- Open space areas adjacent to the future City Regional Park as shown.

All landscape setbacks, sidewalks, and screening shall comply with Zoning Ordinance. A Homeowners' Association (HOA) shall be responsible for maintenance and operation of private open space, parks, trails, and amenities.

Zoning

The base zoning shall be SF-R, Single-Family Residential Detached District, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The Development shall abide by all City regulations, and as may be amended, except as follows:

Lot Regulations for SF-R

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Lots 50' and wider do not require an alley. Lots less than 50' in width require an alley.
- Lot counts shown on the Concept Plan are conceptual. Density allowed up to a maximum of 4.0 lots/acre. However, lot size mix must meet the following standards:

	Smallest Lot Size	Large Lot Size(s)
Min. Width	50'	60'
Lot % (Min/Max)	50% Min.	30% Min.

- Minimum lot size variation is 5.0' between 50' and 60' products.
- Lots adjacent to the Creeks of Legacy neighborhood to the south shall be no less than 60' in width.
- Front and rear yard setbacks shall be the following:
    - Front/rear yards for 50' and 60' lots shall total at least 40'.
- For all residential types, the following general area regulations apply:
    - The lot widths are measured along the arc of the front building line.
    - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35'.

EXHIBIT E
OPEN SPACE IMPROVEMENTS

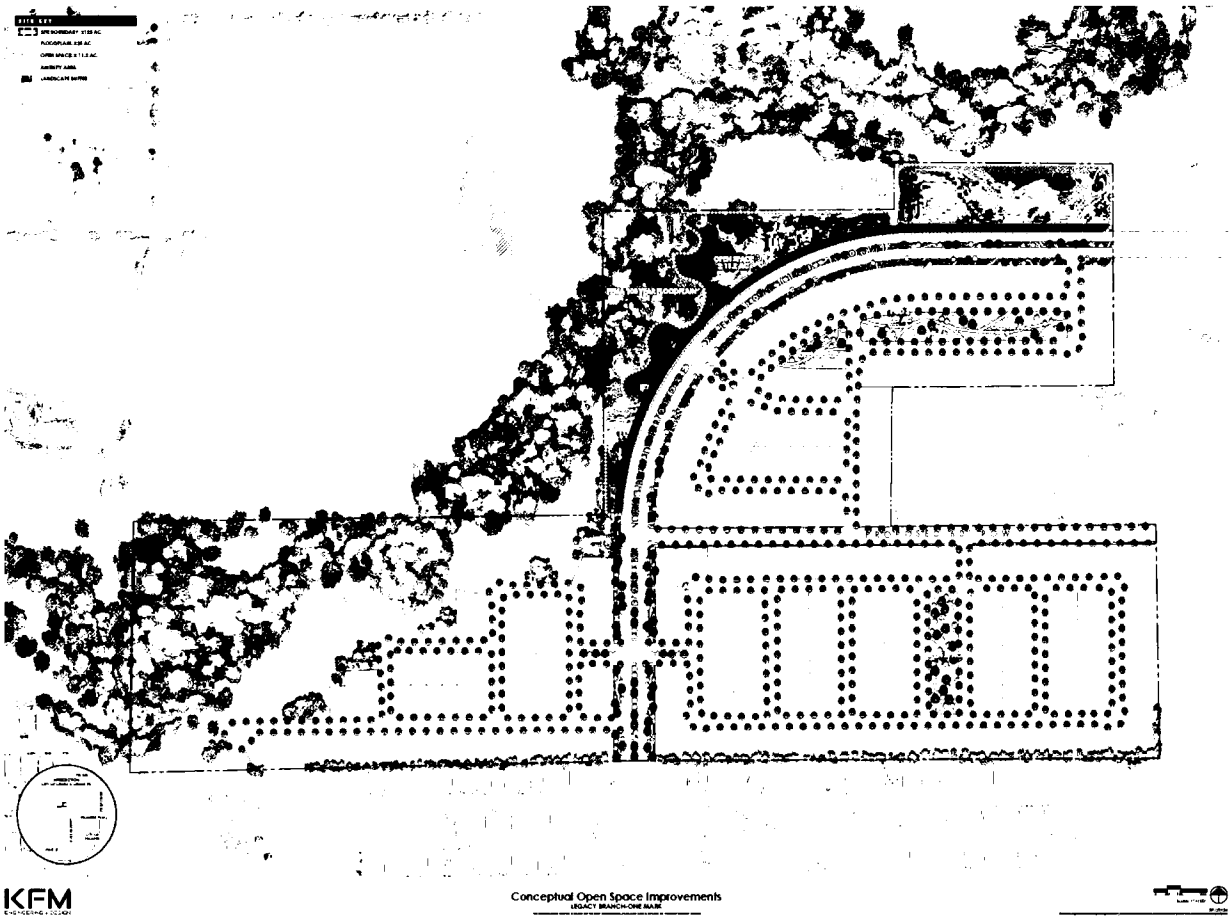


EXHIBIT F

COST ESTIMATES

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST
LEGACY BRANCH SF

Project Name:	Legacy Branch SF	*Date:*	12/12/23
Client Name:	One Mark	*Project No.:*	01.0170.006
City:	Celina		
County:	Collin		

ROADWAY CONSTRUCTION COST SUMMARY - LEGACY BRANCH SF

	ONSITE DOE BRANCH BLVD	OFFSITE DOE BRANCH BLVD	COLLECTOR ROAD (C.R. 970)	TOTAL
Roadway Length (Feet)	3,350	3,615	2,000	8,965
Water	$ 579,010	$ 831,744	$ 153,200	$ 1,563,954
Sewer	$ 370,340	-	$ 60,600	$ 430,940
Roadway	$ 2,412,763	$ 2,454,619	$ 1,025,683	$ 5,893,064
Total Cost w/ Contingency & Fees	**$ 4,437,989**	**$ 4,338,000**	**$ 1,636,117**	**$ 10,412,105**

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

EXHIBIT G

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COLLIN §

THIS GENERAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 2024, by _____ (hereinafter referred to as "**Grantor**"), to _____ (hereinafter referred to as "**Grantee**").

IN CONSIDERATION of the obligations provided for in the Legacy Branch Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, AND GRANTED and does hereby SELL, CONVEY, AND GRANT unto Grantee, its successors and assigns that certain property lying and being situated in Collin County, Texas, and described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements thereon and all right, title, and interest of Grantor in any oil, gas, and other minerals in, on and under and that may be produced from the land, as well as all development rights, land use entitlements, including without limitation, air rights, water, water rights, wastewater, and other utility commitments, allocations, and permits, and related rights appurtenant to the land, if any, and all of Grantor's right, title and interest as of the date hereof in and to (a) all privileges, rights, easements and appurtenances belonging to such land; and (b) all streets, alleys, passages and other rights-of-way or appurtenances (*collectively*, the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

EXECUTED this ____ day of _____, 2024.

EFFECTIVE as of the execution date hereof.

GRANTOR:

_____

By: _____
Name:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to 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 ____ day of _____, 2024.

_____

Notary Public for the State of Texas

My Commission Expires: _____

ACCEPTANCE BY GRANTEE:

_____

By: _____
Name:

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to 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 ____ day of _____, 2024.

EXHIBIT A TO DEED
Property Description

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000102216

eRecording - Real Property

AGREEMENT

Recorded On: August 20, 2024 02:53 PM

Number of Pages: 42

" Examined and Charged as Follows: "

Total Recording: $185.00

********** **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:	2024000102216
Receipt Number:	20240820000408
Recorded Date/Time:	August 20, 2024 02:53 PM
User:	Michelle K
Station:	cck051

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

ARTICLE I
AMENDMENT OF AGREEMENT

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

"**Architecture**

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

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

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

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

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

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

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

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

[Signature Pages to Follow]

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

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: 2/11/2025

ATTEST:

By: _____
Lauren Vaughns, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On 02 11, 2025, before me, the undersigned personally appeared Ryan Tubbs, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

DEVELOPER:

TOLL SOUTHWEST LLC
a foreign limited liability company

By: _____
Name: Addison Rogers
Title: Authorized Signer

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on February 10, 2025, personally appeared Addison Rogers Authorized Signer of Toll Southwest LLC, a foreign limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

MEGHAN LEE METCALF
My Notary ID # 125322337
Expires June 6, 2025

Meghan Lee Metcalf
Notary Public in and for the State of Texas

Exhibit A

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





CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

ASTRID (CISCO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

04-23-2024

Toll Brothers

FLORIAN (SALADO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE

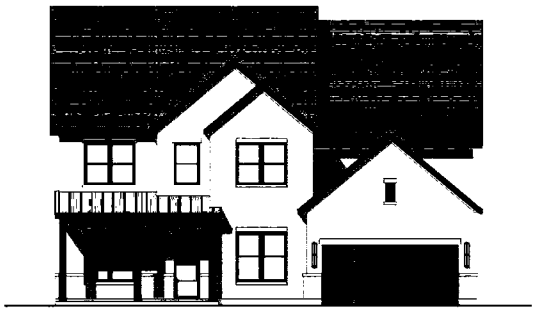


TRANSITIONAL

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



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

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



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 60s
DALLAS, TX

RANDOLPH (LIVE OAK)
ELEVATIONS

AUGUST, 2024

Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

ALASTAIR (MAGGIE SPINOFF)
ELEVATIONS

AUGUST, 2024

Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

BARNABY (RIDGEHAVEN SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

CORBY (BRIANNA SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55 COTSWOLD (MATAGORDA SPINOFF) ELEVATIONS
DALLAS, TX
AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55 LYNDHURST (AUDREY SPINOFF) ELEVATIONS
DALLAS, TX
AUGUST, 2024
Toll Brothers

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2025000016585

eRecording - Real Property

AMENDMENT

Recorded On: February 12, 2025 03:59 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: $61.00

********** **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:	2025000016585
Receipt Number:	20250212000605
Recorded Date/Time:	February 12, 2025 03:59 PM
User:	Dwayne K
Station:	Station 11

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of a law office; generally located at the northeast corner of Oak Street and Texas Drive, within the Downtown Code, Gateway East District. (310 S Texas (Office) – Major Modification) (McAfee)

Background Information:
This request is for a Major Modification to the design standards in the Downtown Code, allowing for the development of a law office. Major Modifications are significant deviations from the base Downtown Code that do not qualify as Minor Modifications, and are reviewed by the Planning & Zoning Commission with final approval by the City Council, to determine the appropriateness of a proposal. The applicant is seeking a major modification to the Downtown Code, as the proposed building does not meet the minimum specific dimensions required for its building type. The requested modifications meet the vision of the Downtown Master Plan and are numerically minor. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map

Financial Consideration:
N/A

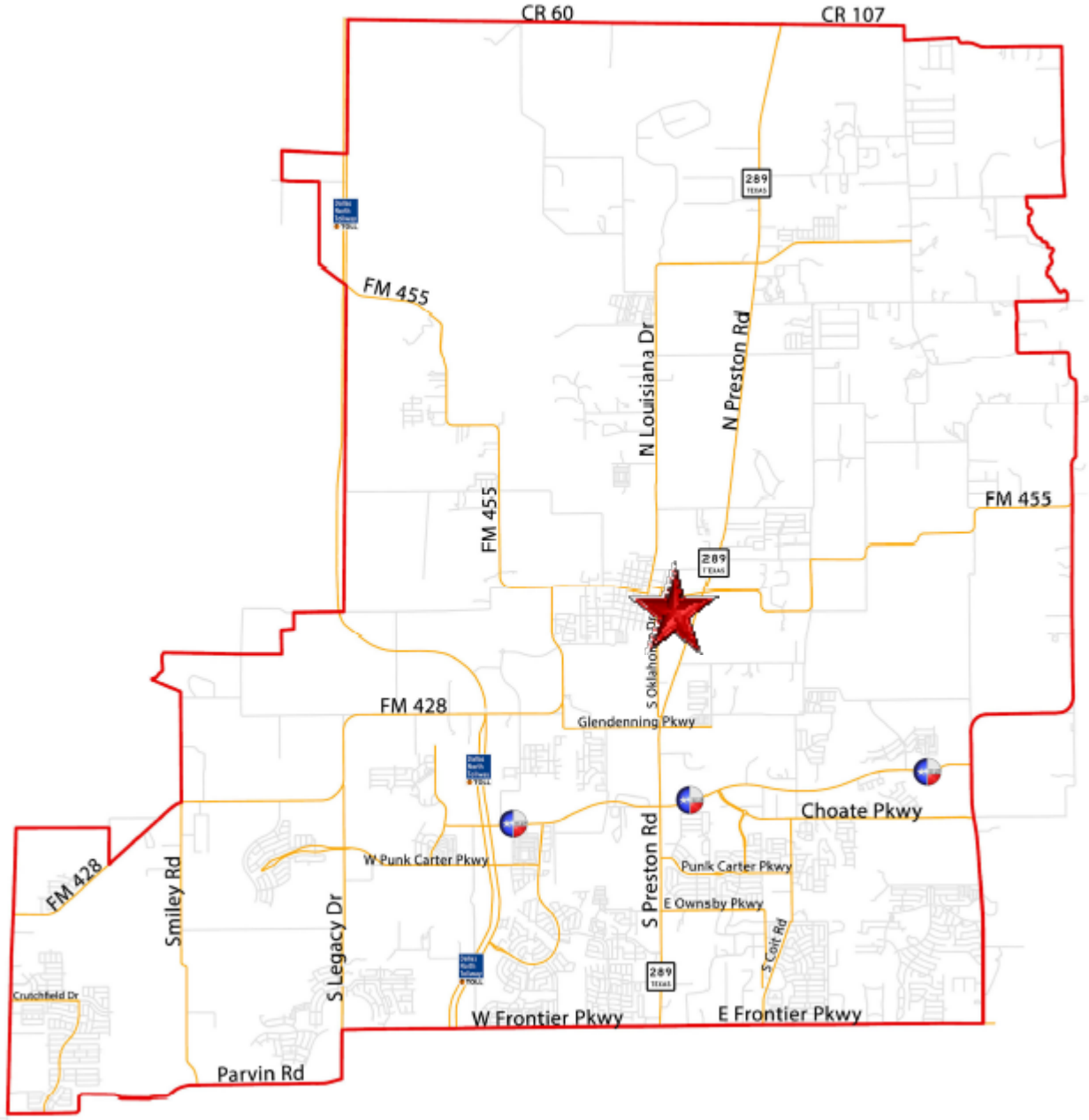
Staff Recommendation:
Staff recommends approval as presented.

310 S. TEXAS

Major Modification

City Council
September 9, 2025

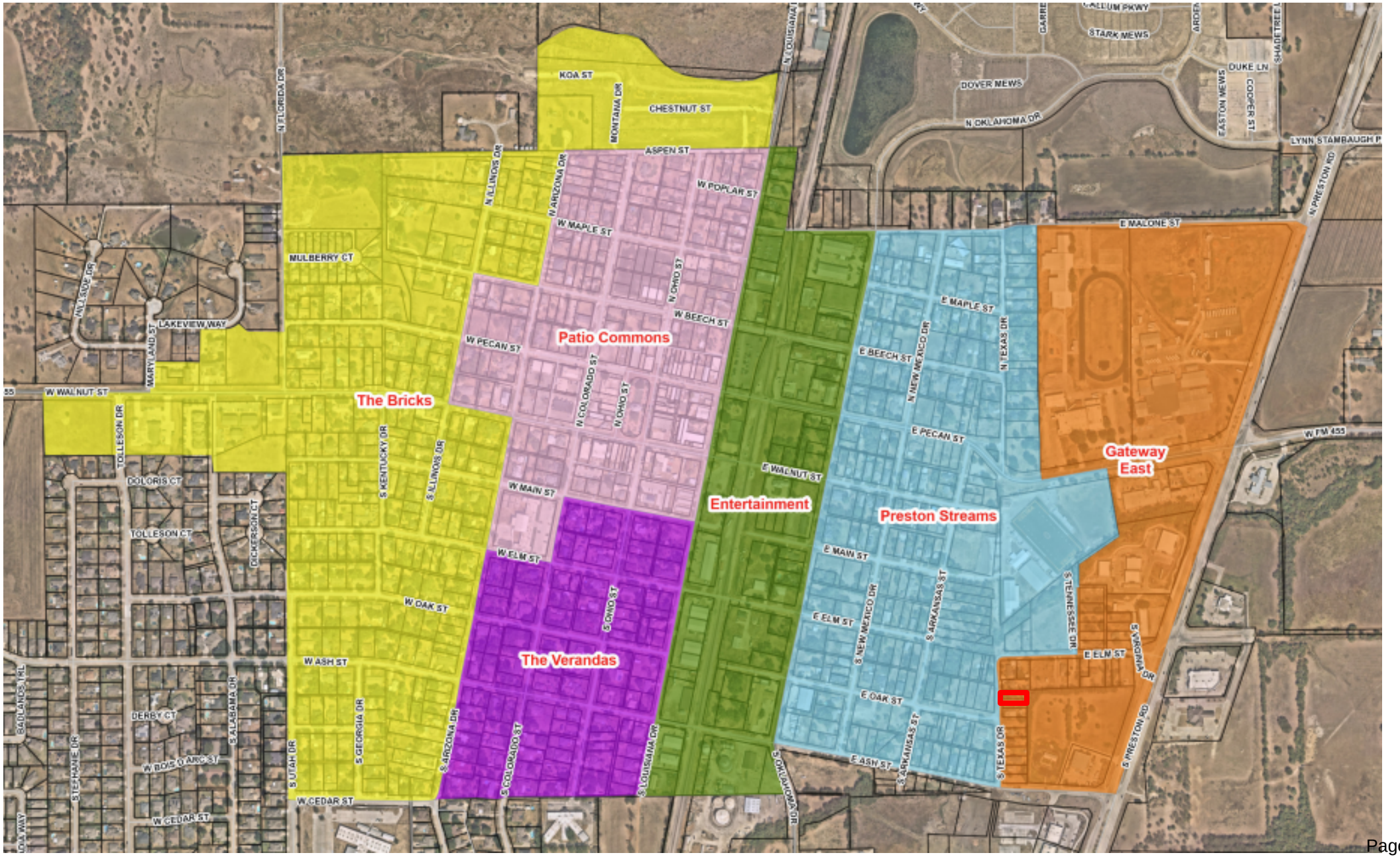



CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Coit Rd
Crutchfield Dr
289
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is located in the Gateway East District


The Bricks
Patio Commons
Entertainment
The Verandas
Preston Streams
Gateway East
KOA ST
CHESTNUT ST
ASPEN ST
W POPLAR ST
W MAPLE ST
MULBERRY CT
W BEECH ST
W PECAN ST
W WALNUT ST
W MAIN ST
W ELM ST
W OAK ST
W ASH ST
W CEDAR ST
E MALONE ST
E MAPLE ST
E BEECH ST
E PECAN ST
E WALNUT ST
E MAIN ST
E ELM ST
E OAK ST
E ASH ST
DOVER MEWS
N OKLAHOMA DR
STARK MEWS
DUKE LN
LAKEVIEW WAY
TOLLESON CT
DERBY CT
W FM 455
S PRESTON RD

MAJOR MODIFICATION OVERVIEW

- Significant deviations from the base Downtown Code that do not qualify as Minor Modifications
- Can be either design related or land use in nature
- Reviewed by P&Z with final approval authority by the City Council
- Require the same public hearing notifications and processes as zoning changes
- The purpose is to determine the appropriateness of a proposal with the City having broad discretionary approval in conformance with the vision outlined in the Downtown Master Plan and the design principles of the Downtown Code

BACKGROUND

- There is no existing building on site
- The Downtown Code requires new construction to adhere to the Texas Historic Architectural Style, characteristic of buildings constructed between 1890 and 1930
- The applicant has identified their proposed building type as ‘Main Street Small Building Type”
- The applicant has proposed a building that does not strictly meet the specific dimensions of “Main Street Small Building Type”
- The applicant is seeking a Major Modification from the Downtown Code dimension requirements in order to construct the building as proposed

PROJECT OVERVIEW

- The proposed modifications:

Building Form	Main Street Small Building Type Standards	Proposed Design
(A) Width	30'-115'	24' (non-compliant)
(B) Depth	50'-120'	36' (non-compliant)

The DTC only permits the Director to approve variations of up to 10% of the code requirements. Major Modifications are required for requests greater than 10%

All other design standards are being met

(J) Main Street Small Building Type



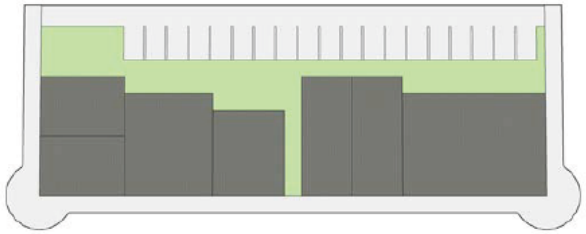
1. Building Form

(A) Width	30'-115'
(B) Depth	50'-120'
(C) Stories	2-3 Stories
(D) Building Height	60' max
(E) Roof Types Permitted:	
Pitch (hip or gable)	Yes
Flat	Yes
Mansard	No

2. Open Space

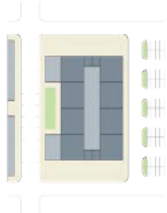
(A) Private	Not Required
(B) Shared	Not Required
(C) Outdoor Place	*Required

Typical Development Pattern



Innovative Techniques

- Focus building to the front of the parcel. These buildings should have parking behind the structure or utilize public parking.
- Add a plaza area on the side of the structure for the public to use as a gathering space for events or to rest.
- Provide outdoor dining space.



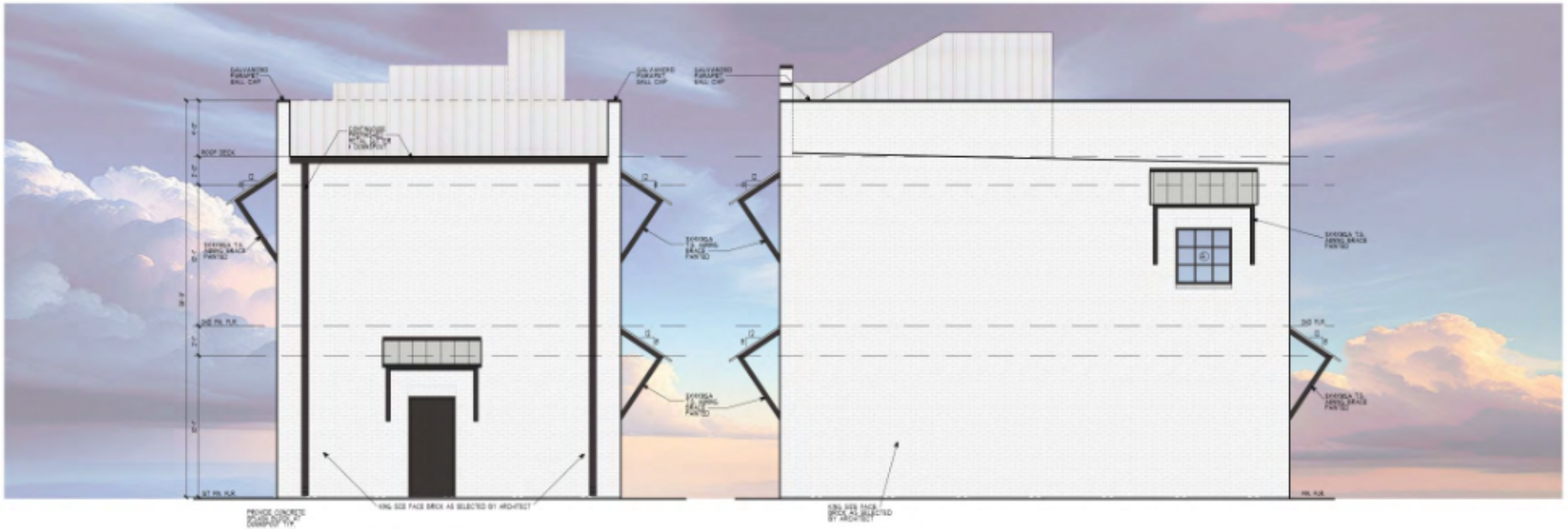
PROPOSED ELEVATIONS



3 FRONT ELEVATION (WEST)
SCALE: 1/4" = 1'-0"

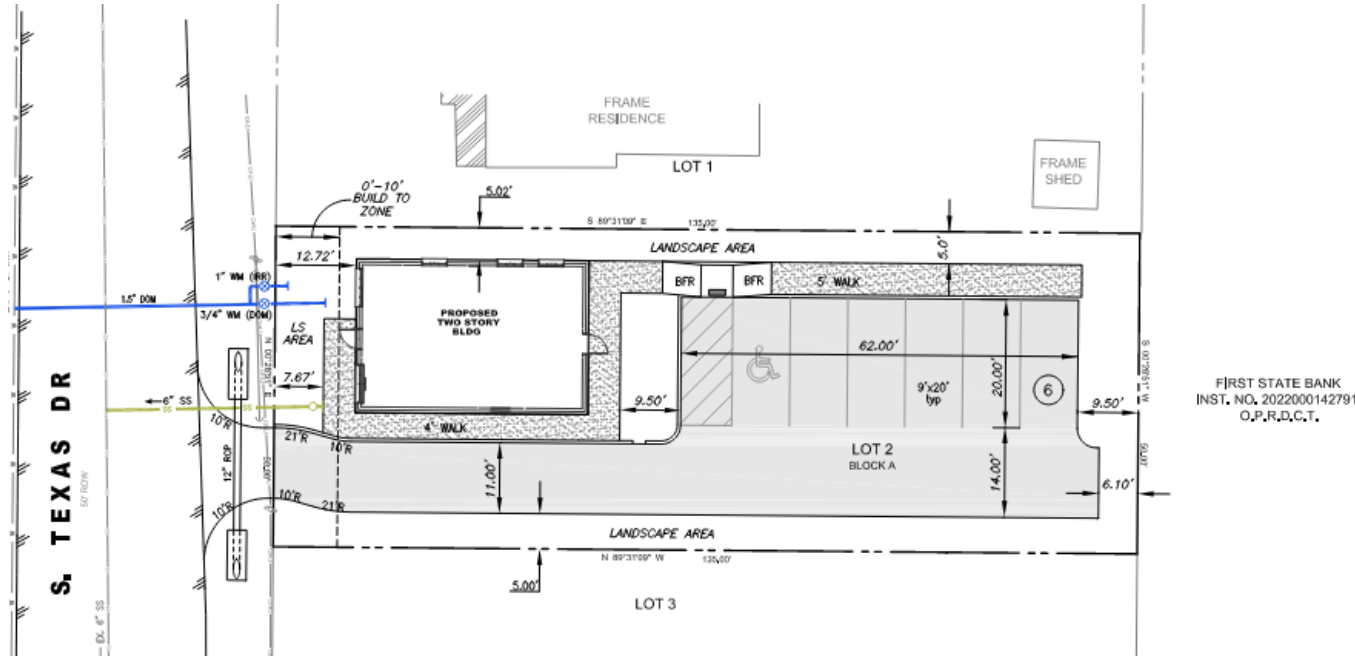
1 SIDE ELEVATION (NORTH)
SCALE: 1/4" = 1'-0"

PROPOSED ELEVATIONS



PROPOSED SITE PLAN

- The applicant is proposing to build a law office
- The property would develop per the attached Site Plan and Renderings
- Typically, an earthen tone color is required, but white has been an allowed color in downtown previously



CURRENT CONDITIONS



April 2023



October 2024

OUSLEY PARK


E PECAN ST
E PECAN ST
N TEXAS D
W FM 4
E PECAN ST
S PRESTON RD
S PRESTON RD
E MAIN ST
E MAIN ST
E MAIN ST
E MAIN ST
S OKLAHOMA DR
E ELM ST
E ELM ST
E ELM ST
SUTTON DR
E ELM ST
E ELM ST
E OAK ST
E OAK ST
E OAK ST
E OAK ST
E ASH ST
E ASH ST
E ASH ST
E ASH ST
E ASH ST
S TEXAS DR
S OKLAHOMA DR
PRESTON RD

OUSLEY PARK CONCEPT PLAN



POLICY CONSIDERATIONS

- The development of this property helps diversify the tax base
- The proposed renderings meet the Downtown's faux-historic requirement
- The Downtown Code allows greater architectural flexibility further from the downtown core
- The requested modifications meet the vision of the Downtown Master Plan and are numerically minor

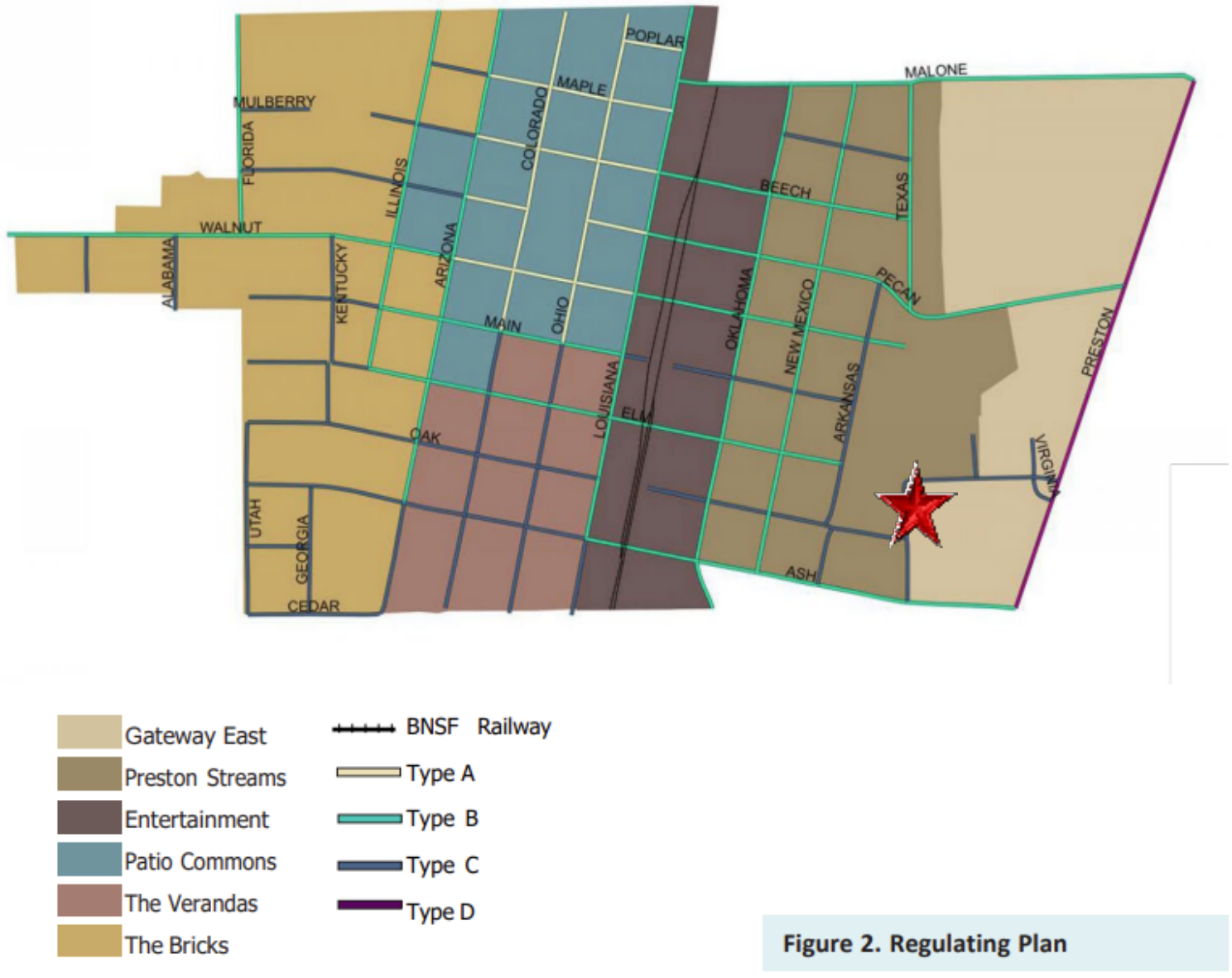


Figure 2. Regulating Plan

(a) Schedule of Uses

P = Permitted; Blank = Not permitted

Uses	The Bricks	The Verandas	Patio Commons	Entertainment	Preston Streams	Gateway East
*Residential	P	P	P	P	See Notes 7 & 8	P
Retail/ store/ restaurant	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Office/ medical office	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Entertainment			P	P	See Notes 7 & 8	P
Auto-related						
Heavy industrial/dirty industrial						
Assisted living/nursinghome						
Pick-up-/drop-off-heavy uses (ex. K-12 school)						

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

**Independent living types only (can include age-restricted living as long as residents are independent and can enjoy Downtown's businesses and amenities)*

P&Z PUBLIC HEARING

- Two (2) residents expressed concerns about an office constructing along Texas Street, the bank currently under construction behind Texas Street, wanted to further understand the overall plan of the area, and wondered why a public hearing notice was sent if the discussion was not about the land use
- The Commission's discussion:
  - Sought confirmation that the land use (attorney's office) was an allowed use within Gateway East district
  - Sought confirmation that the agenda discussion was limited to the spatial deviations requested, not the land use
  - Expressed to Staff that the requested deviations, even if more than 10%, were "minor" in nature
  - Expressed to Staff that the Downtown Master Plan intended "permits by right" when the Vision was being met
  - Consider revising the Downtown Code to better define Minor Modifications

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in August
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-MM-01 310 S Texas (Office) - Major Modification Location Map

8/4/2025

N
W E
S

0 110 220

Feet

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 232.844 acre tract of land legally described as A0211A Cowan, TR 11, OLD DCAD Sheet 1, TR #9, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A Cowan, TR 12, OLD DCAD Sheet 1, TR #16, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52883. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 240 acres across multiple properties, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the properties are now eligible for annexation. If approved, the properties will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Annexation Ordinance (DCAD 52877, 259466, 52883)
4. Agreement DCAD 52877, 259466 & 52883

Financial Consideration:
N/A

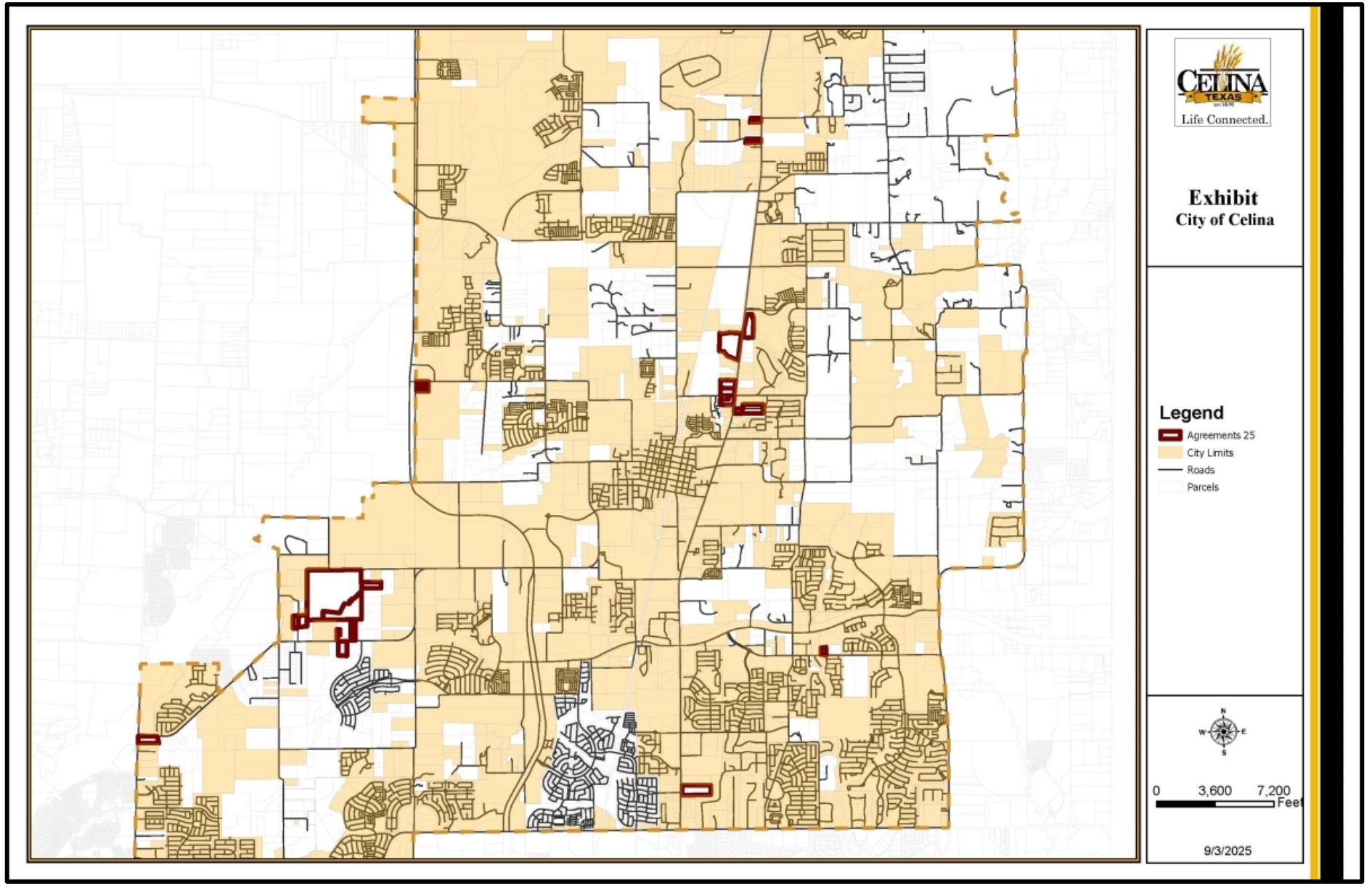
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

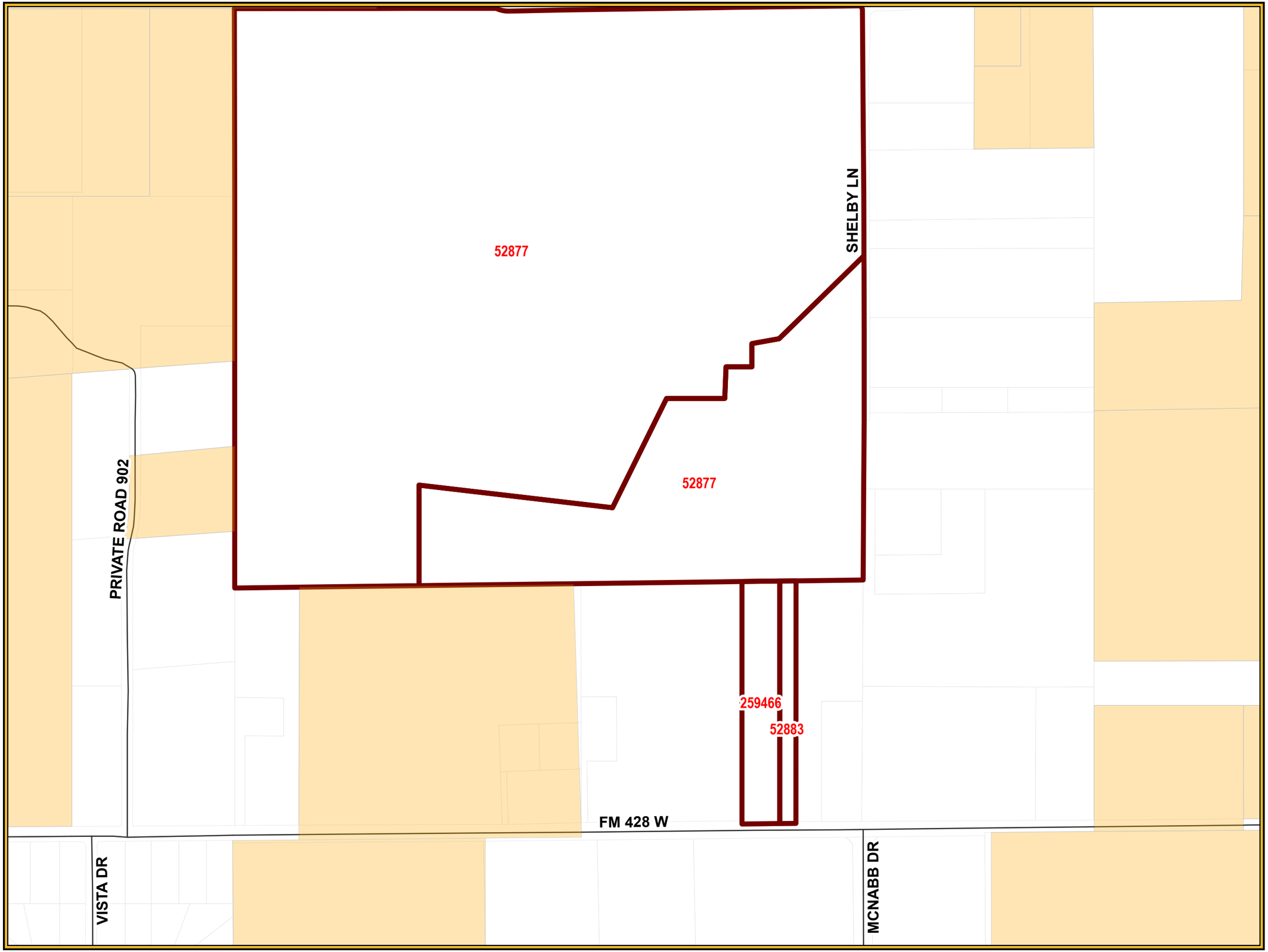
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 350 700 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 239.844 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the area(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-79337, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on June 9, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 232.844 acre tract of land legally described as A0211A COWAN, TR 11, OLD DCAD SHT 1, TR #9, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52877; a 5.0 acre tract of land legally described as A0211A COWAN, TR 12E(2), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #259466; and a 2.0 acre tract of land legally described as A0211A COWAN, TR 12, OLD DCAD SHT 1, TR #16, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52883.

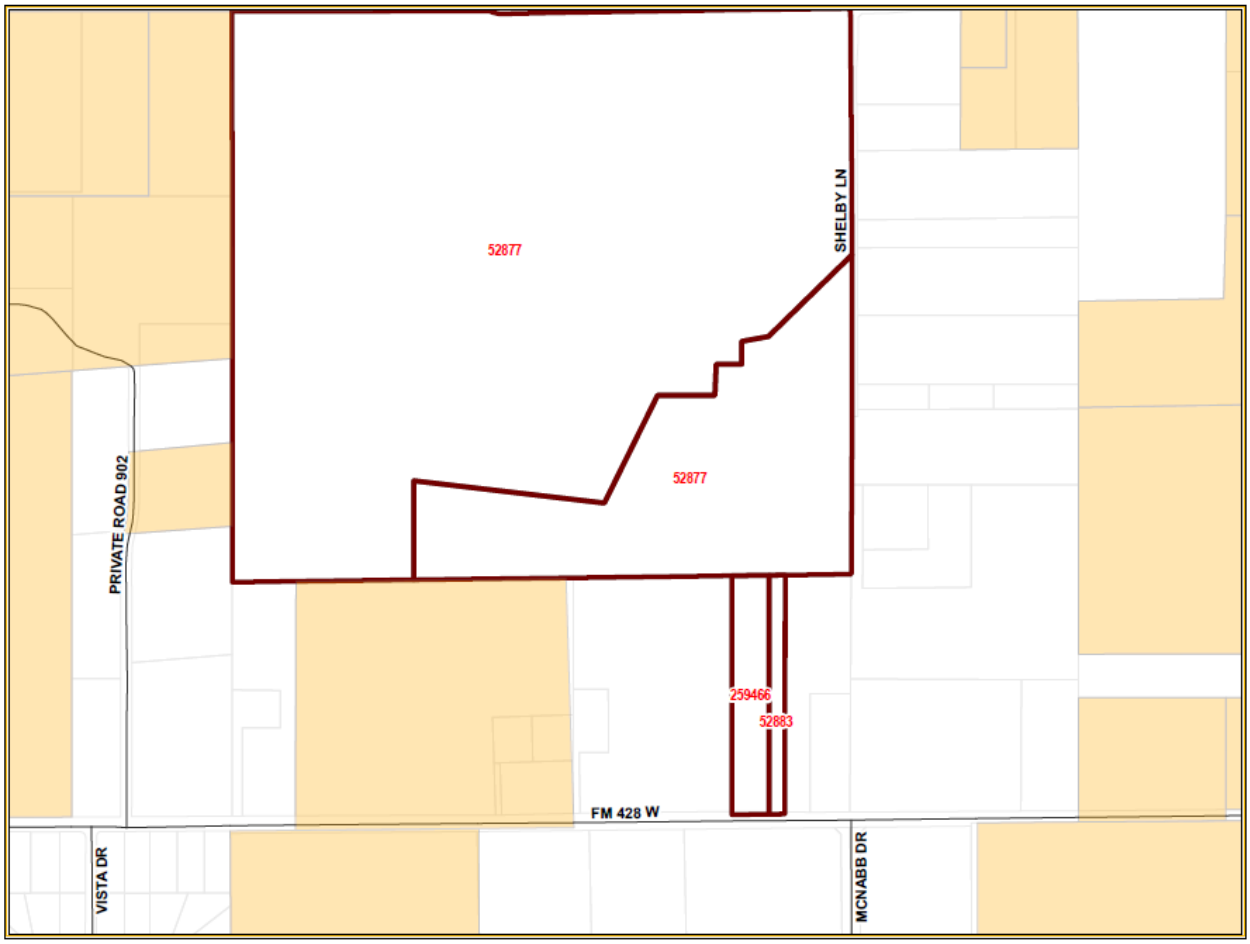


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

STATE OF TEXAS)
)
COUNTY OF DENTON)

COPY

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns parcels of real property (the "Property") in Denton County, Texas, commonly known as A0211A COWAN, TR 11, 232.844 ACRES, OLD DCAD SHT 1, TR #9 OLD DCAD SHT 1, TR #9; A0211A COWAN, TR 12E(2), 5.0 ACRES; and A0211A COWAN, TR 12, 2.0 ACRES, OLD DCAD SHT 1, TR #16 OLD DCAD SHT 1, TR #16; and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 9 day of June, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 9 day of June, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Robert Andres
Owner 1
Printed Name: Robert Andres

THE STATE OF TEXAS }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 9th day of June, 2010, by Robert Andres, Owner 1.

Heather M. Adams
Notary Public, State of Texas

HEATHER M. ADAMS
Notary Public
STATE OF TEXAS
Commission Expires 01/29/14

_____

Owner 2
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 2.

_____
Notary Public, State of Texas

_____

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

_____
Notary Public, State of Texas

_____

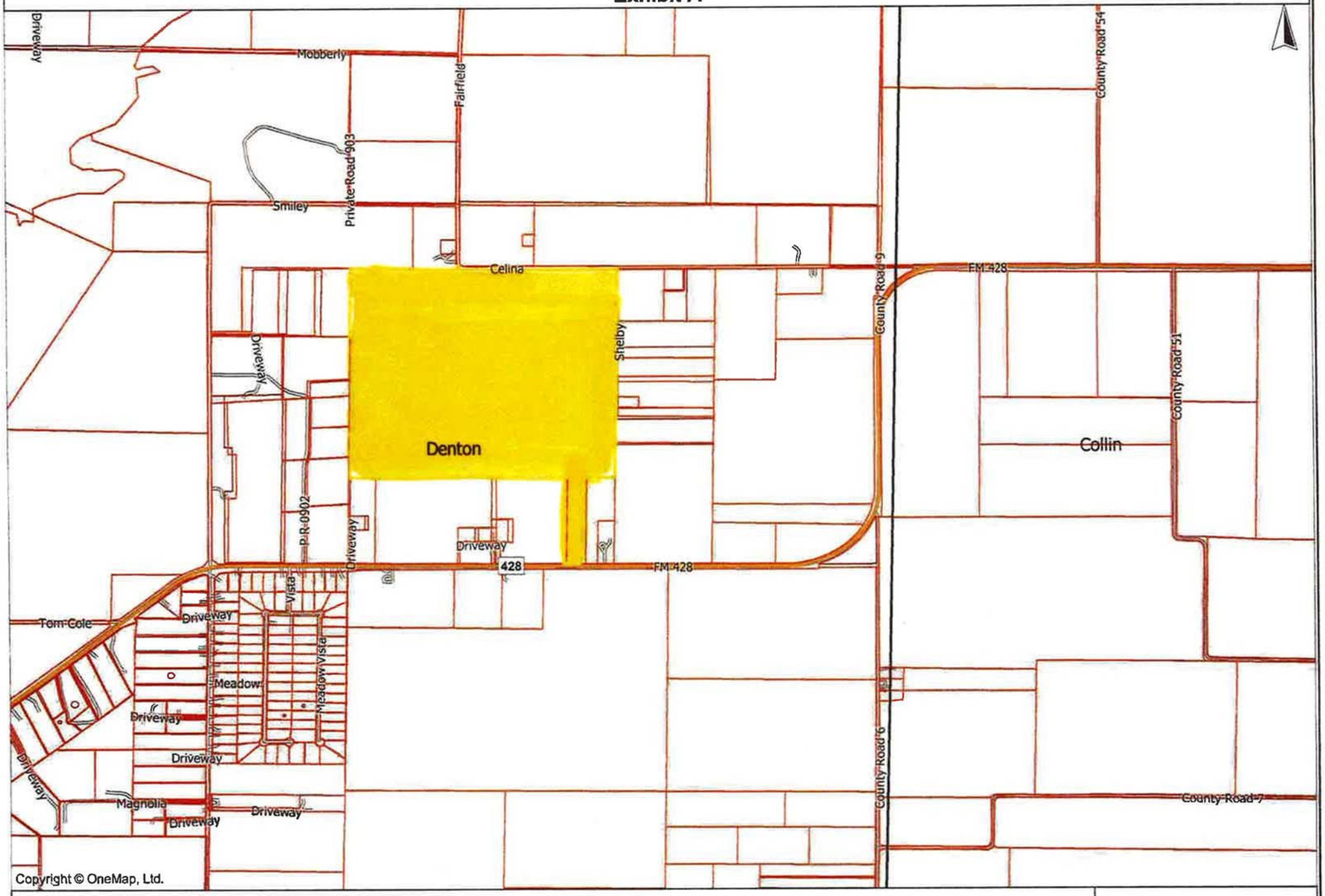
Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

_____
Notary Public, State of Texas

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

70 2010 00079337



Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2010-79337
As
Agreement

Recorded On: August 13, 2010

Parties: CITY OF CELINA

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	35.00
Total Recording:	**35.00**

************** DO NOT REMOVE. 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: 2010-79337
Receipt Number: 712294
Recorded Date/Time: August 13, 2010 09:17:13A

User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CELINA
142 N OHIO ST
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

CMitchell

County Clerk
Denton County, Texas

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.51 acre tract of land legally described as A0211A Cowan, TR 20, OLD DCAD Sheet 1, TR #10, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52943. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 11 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (DCAD 52943)
4. Agreement DCAD 52943

Financial Consideration:
N/A

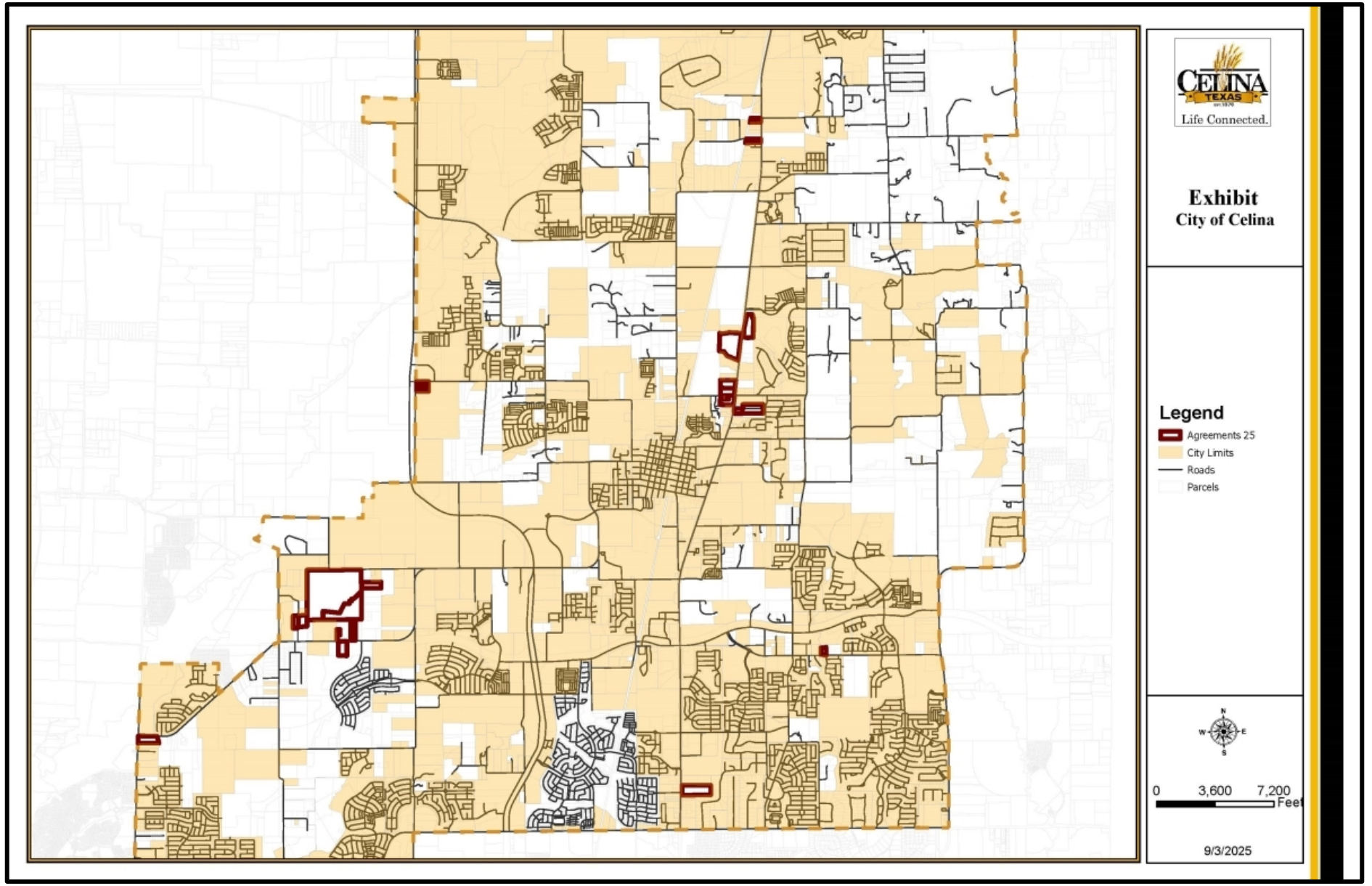
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

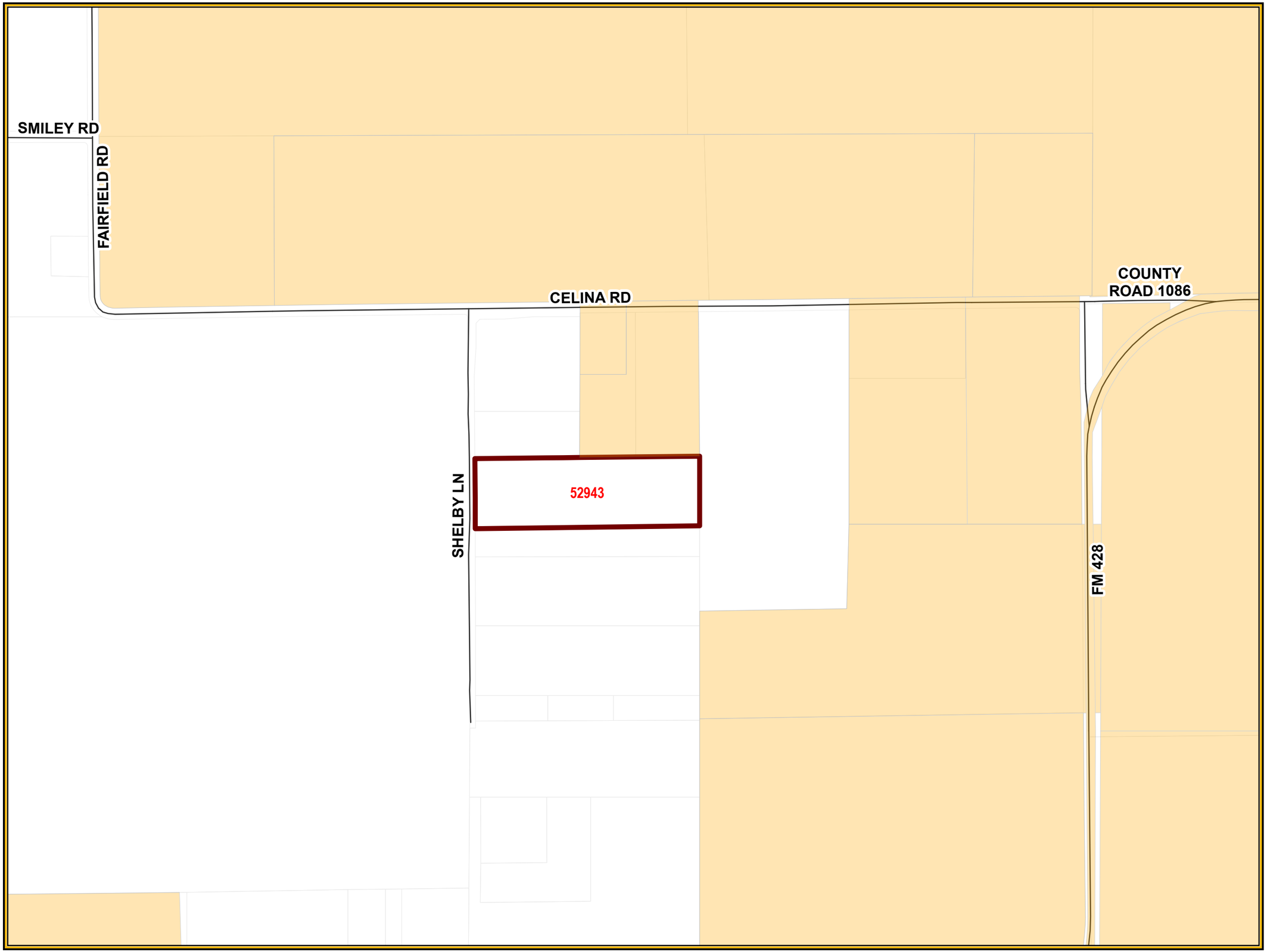
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 350 700 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 10.51 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-84347, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on May 21, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 10.51 acre tract of land legally described as A0211A COWAN, TR 20, OLD DCAD SHT 1, TR #10, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52943.

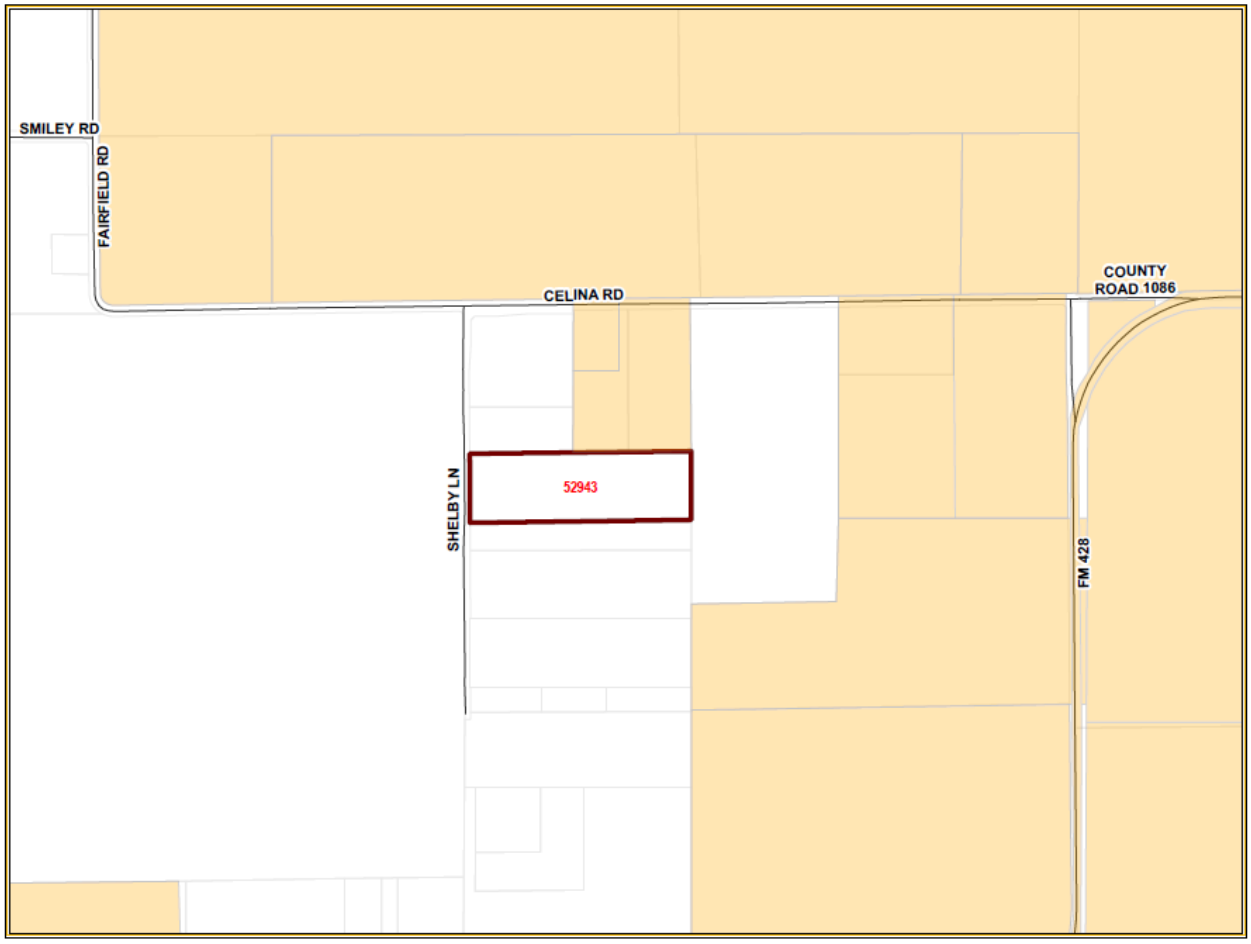


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

70 2010 00084347



Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2010-84347

As

Agreement

Recorded On: August 27, 2010

Parties: CITY OF CELINA

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	35.00
Total Recording:	**35.00**

************** DO NOT REMOVE. 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: 2010-84347
Receipt Number: 716603
Recorded Date/Time: August 27, 2010 08:30:32A
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

CITY OF CELINA
ATTN CAROLYN TURNER
142 N OHIO
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

CMitchell

County Clerk
Denton County, Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

City of Celina
142 N. Ohio
Celina, Tx 75009 Attn: Carolyn Turner

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly known as A0211A COWAN, TR 20, 10.51 ACRES, OLD DCAD SHT 1, TR #10 OLD DCAD SHT 1, TR #10 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 21st day of MAY, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin **}**

This instrument was acknowledged before me on the 21 day of MAY, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Owner 1
Printed Name: Fredy Chandler

THE STATE OF TEXAS }
COUNTY OF DENTON **}**

This instrument was acknowledged before me on the 20th day of May, 2010, by FREDY CHANDLER, Owner 1.

Notary Public, State of Texas

ROZ SLEIGH
MY COMMISSION EXPIRES
January 6, 2013

Fred Chandler

Owner 2
Printed Name: Vikki Chandler

THE STATE OF TEXAS }
COUNTY OF DENTON }

This instrument was acknowledged before me on the 25TH day of May, 2010, by VIKKI CHANDLER, Owner 2.

Notary Public, State of Texas

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

Notary Public, State of Texas

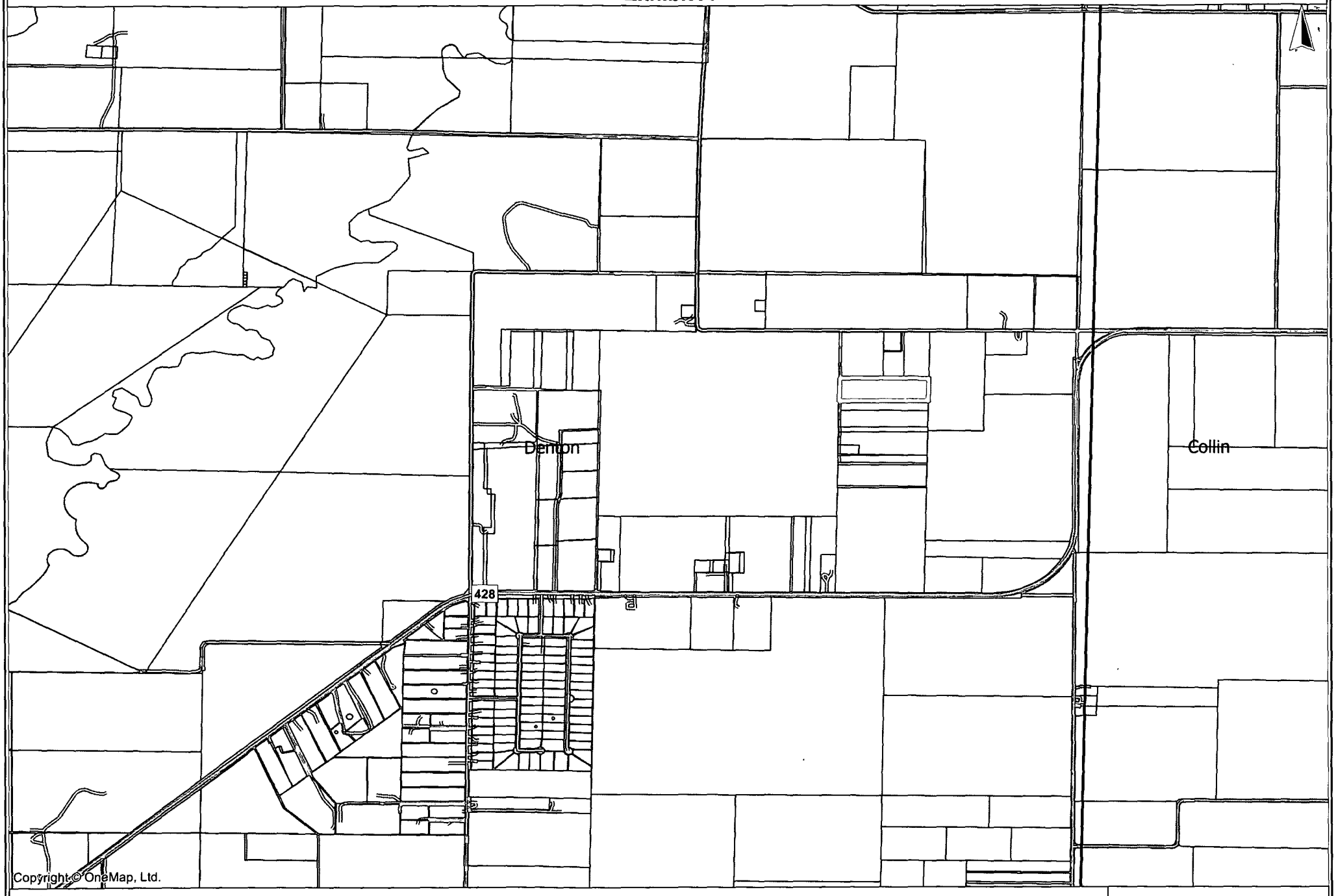
Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

Notary Public, State of Texas

Exhibit A



Copyright © OneMap, Ltd.

DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

April 14, 2010

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.3 acre tract of land legally described as A0211A Cowan, TR 33, OLD DCAD Sheet 2, TR #3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52949. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 10 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (DCAD 52949)
4. Agreement DCAD 52949

Financial Consideration:
N/A

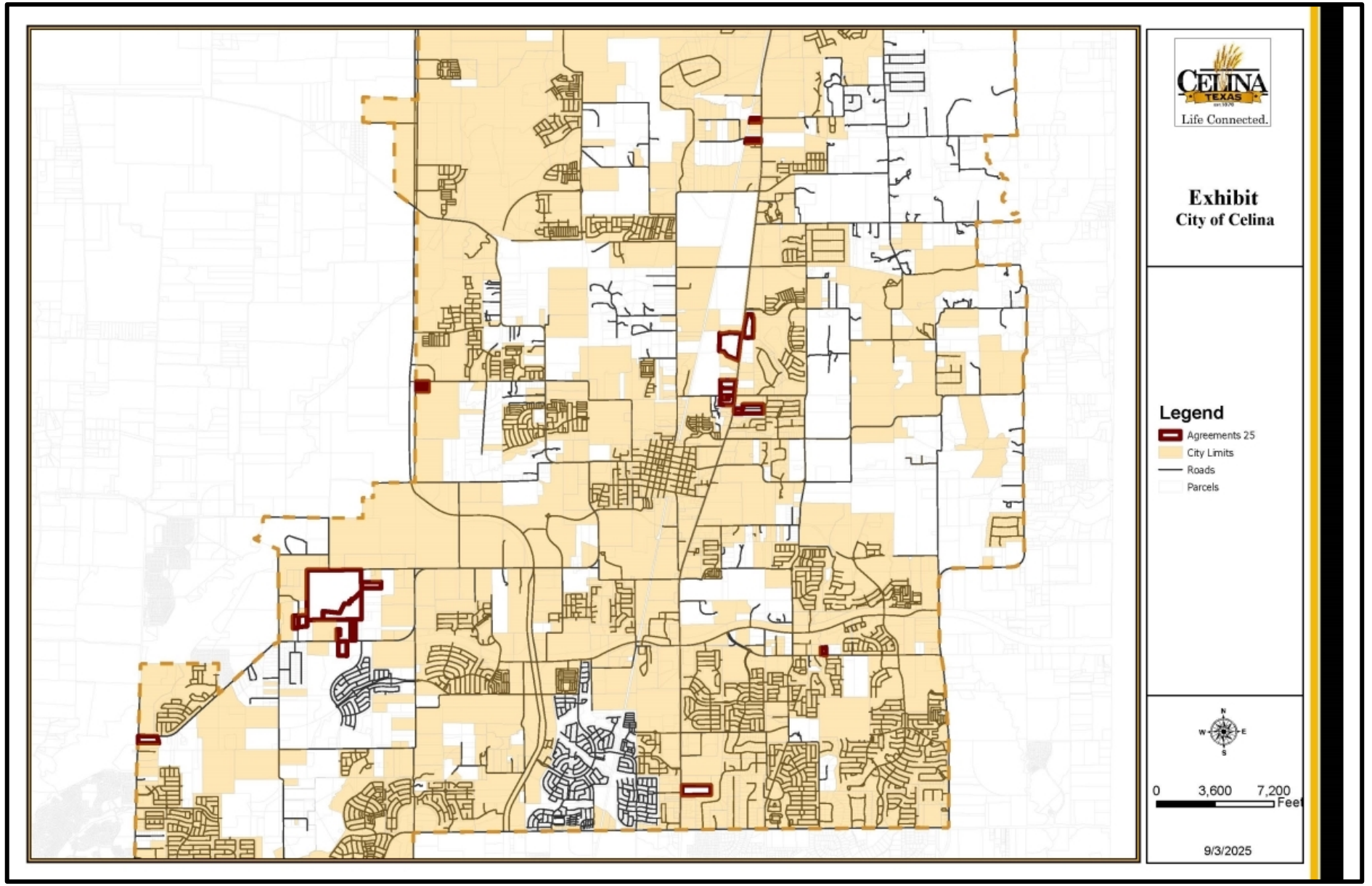
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

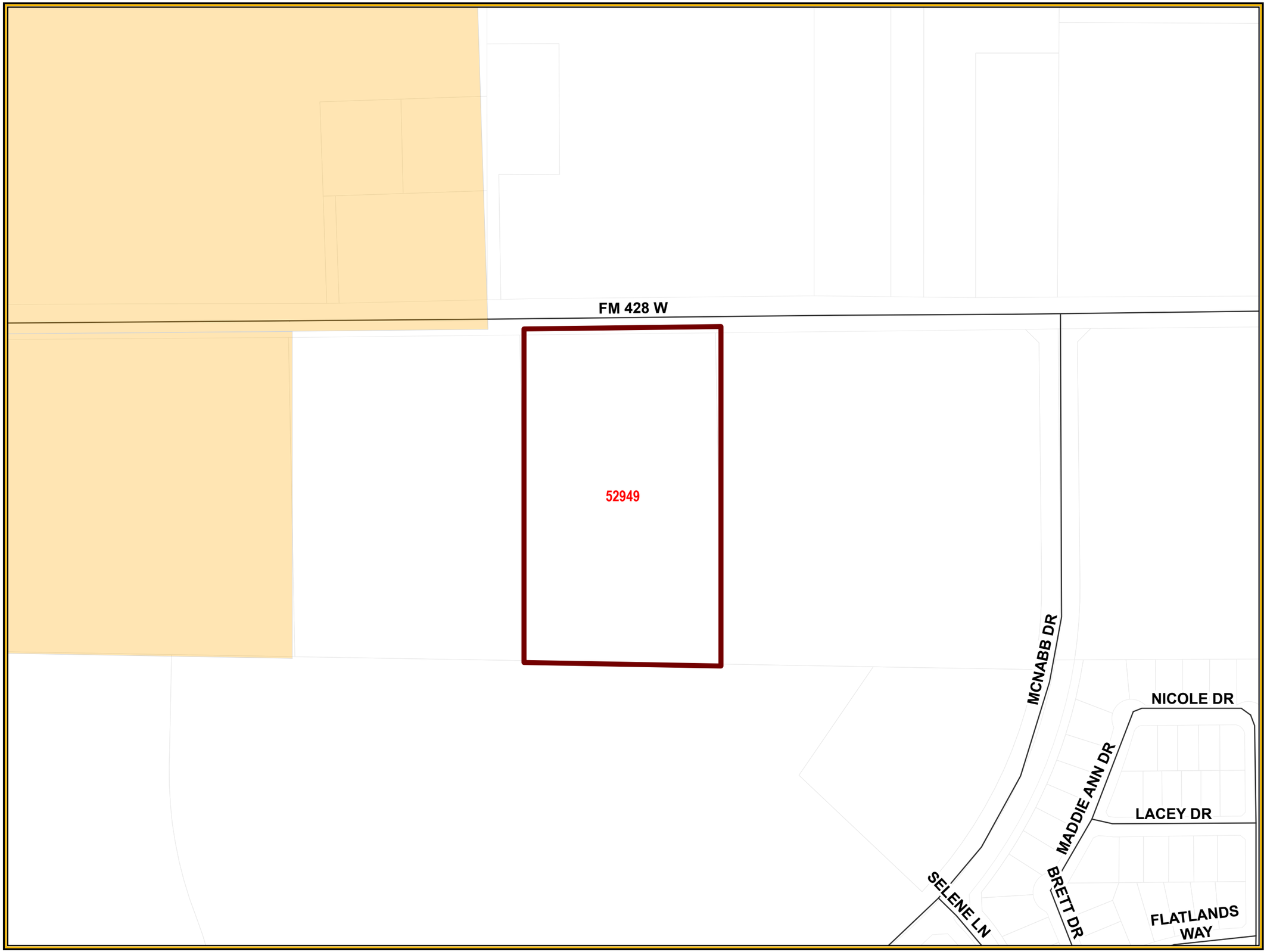
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N W E S

0 170 340 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 10.3 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-84346, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on August 24, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 10.3 acre tract of land legally described as A0211A COWAN, TR 33, OLD DCAD SHT 2, TR #3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #52949.

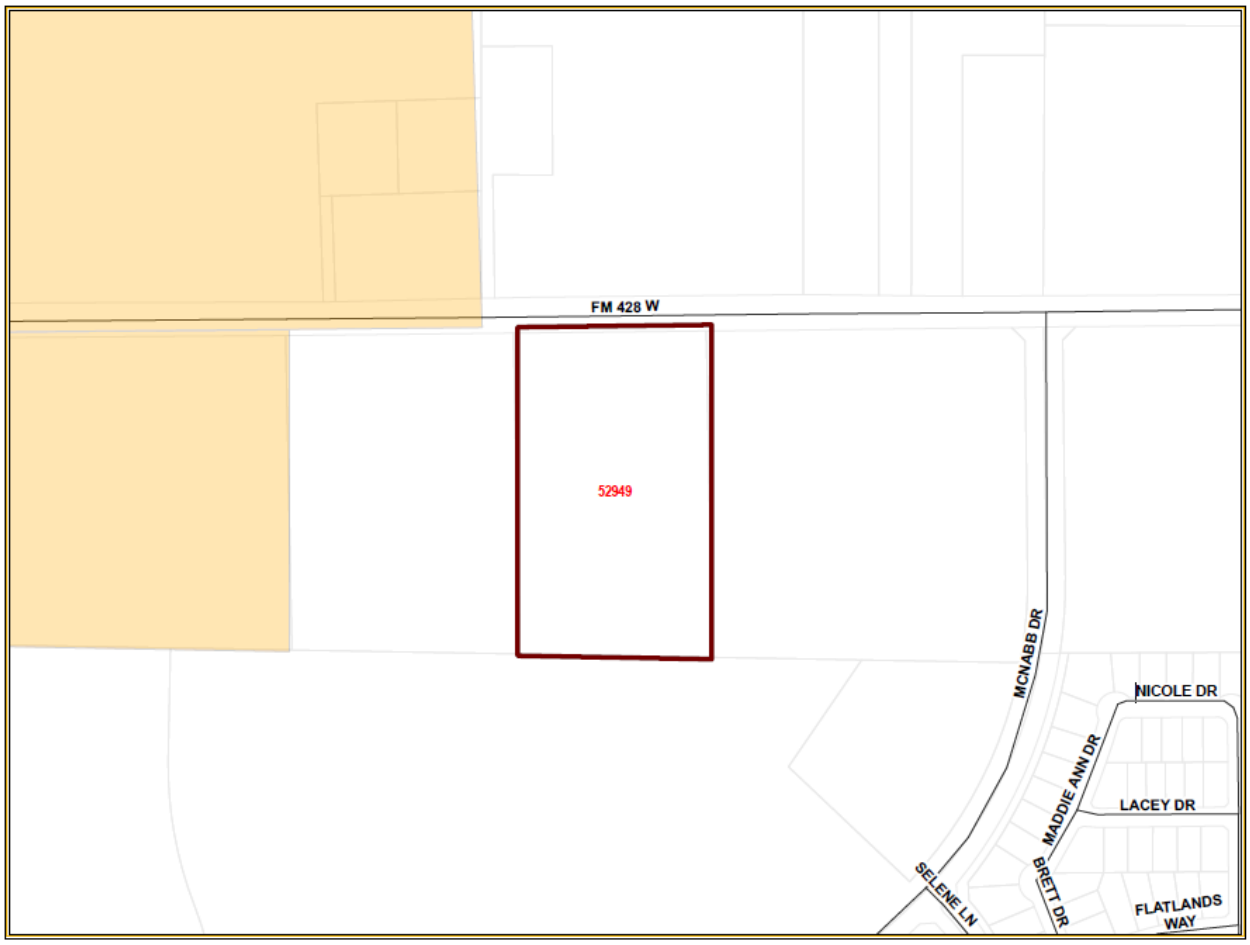


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

70 2010 00084346



Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2010-84346
As
Agreement

Recorded On: August 27, 2010

Parties: CITY OF CELINA

To

Billable Pages: 6

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	31.00
Total Recording:	**31.00**

************** DO NOT REMOVE. 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: 2010-84346
Receipt Number: 716603
Recorded Date/Time: August 27, 2010 08:30:32A
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

CITY OF CELINA
ATTN CAROLYN TURNER
142 N OHIO
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

CMitchell

County Clerk
Denton County, Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

City of Celina
142 N. Ohio
Celina, Tx 75009 Attn: Carolyn Turner

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly known as ABSTRACT A0211, COWAN, TRACT 33, ACRES 10.0, OLD DCAD SHT 2, TRACT #3 , and more particularly and separately depicted in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. At the expiration of the initial term, the parties by mutual agreement may elect to extend this Agreement for successive terms so long as such terms do not exceed 15 years and the total duration of the contract and any successive renewals or extensions do not exceed 45 years. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 24 day of August, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 24 day of August, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

C. D. Wood Jr
Owner 1
Printed Name: C.D. Wood, Jr. for Wood Limited Partnership

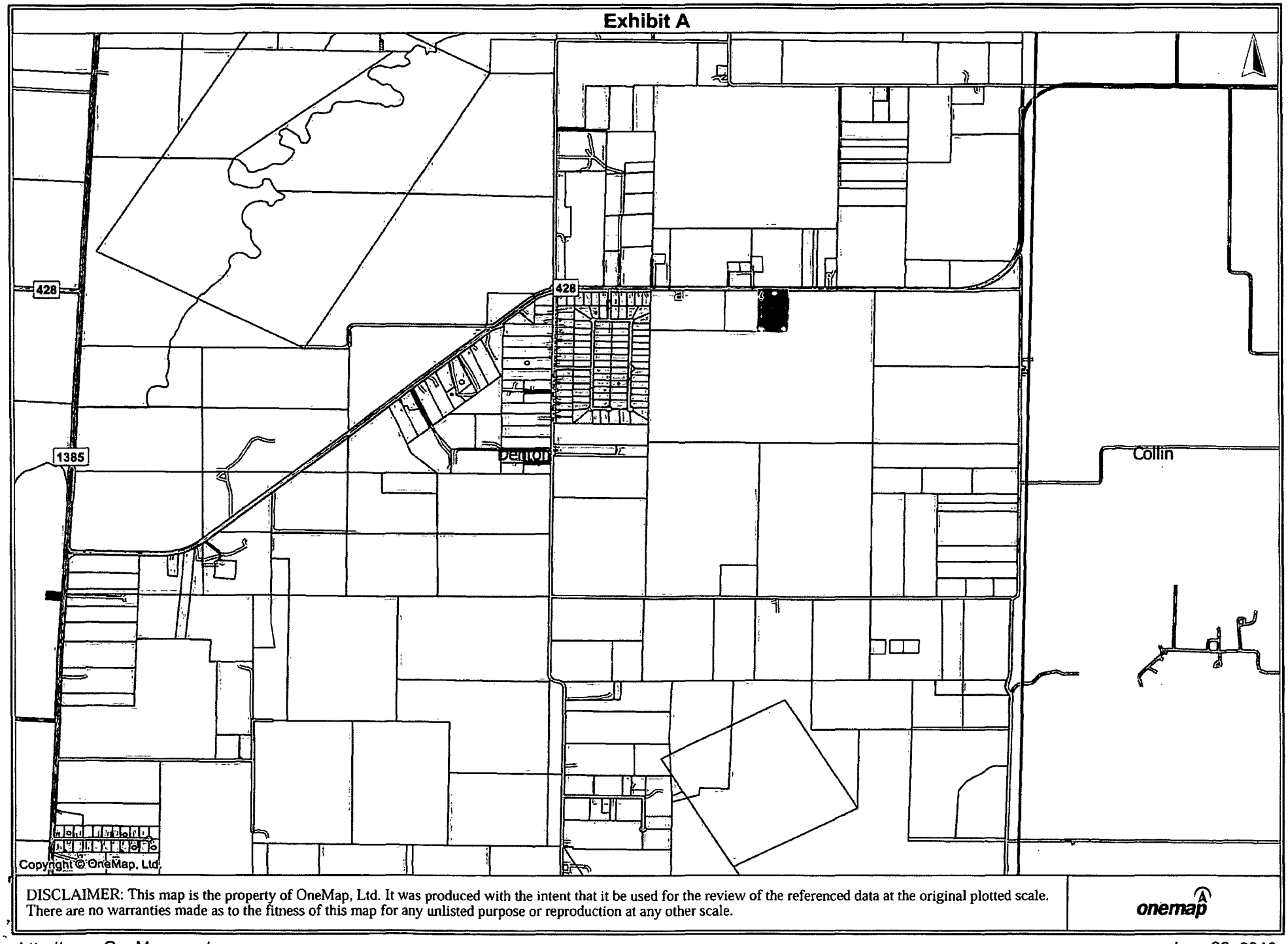
THE STATE OF TEXAS }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 19th day of August, 2010, by C. D. Wood, Jr., Owner 1.

Notary Public, State of Texas

ARNETTA D. WINTERS
Notary Public, State of Texas
My Commission Expires
October 13, 2010

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 28, 2010

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E, 4E, 5E, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #84822. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 10 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject property until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (DCAD 84822)
4. Agreement DCAD 84822

Financial Consideration:
N/A

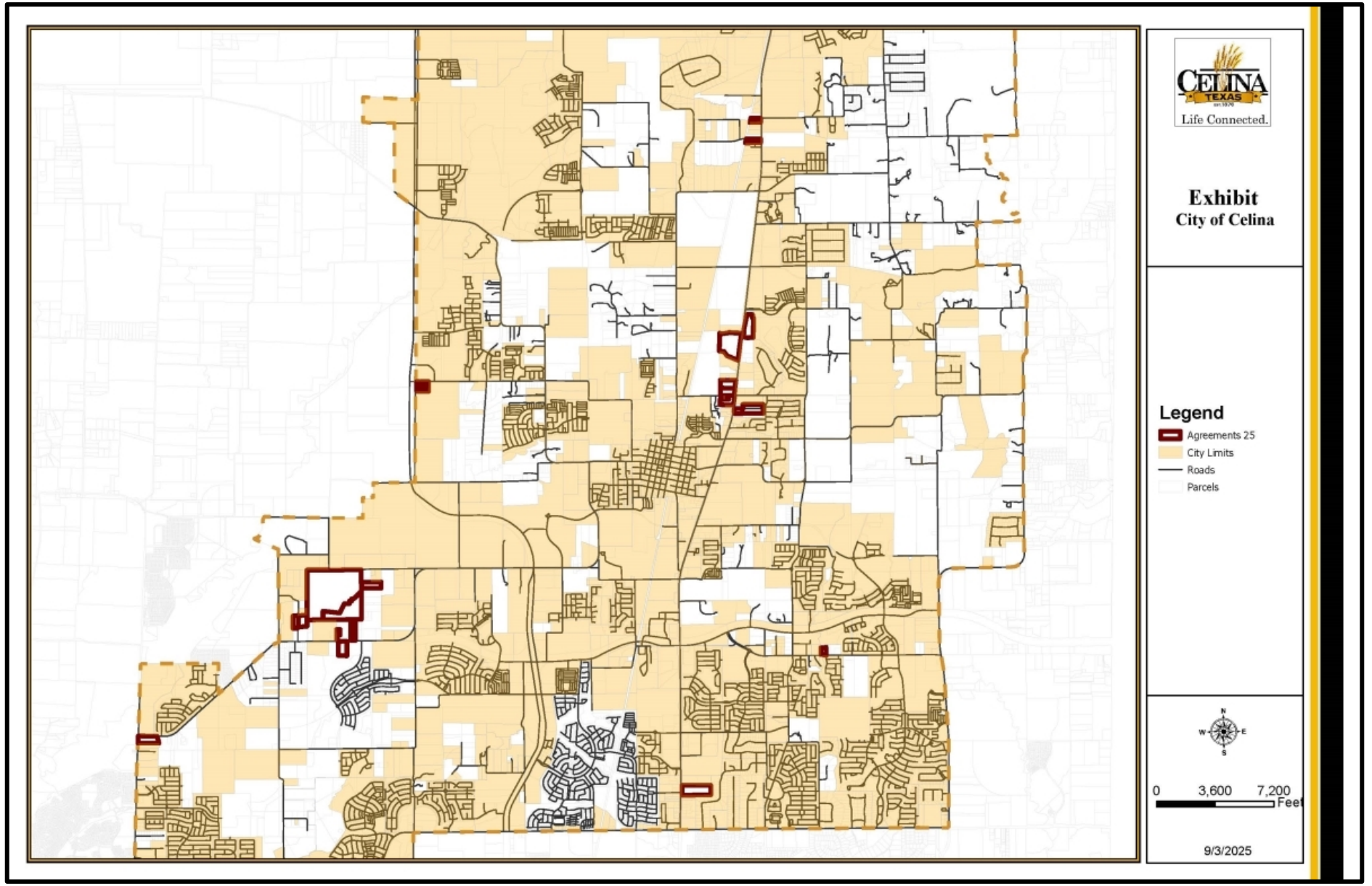
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

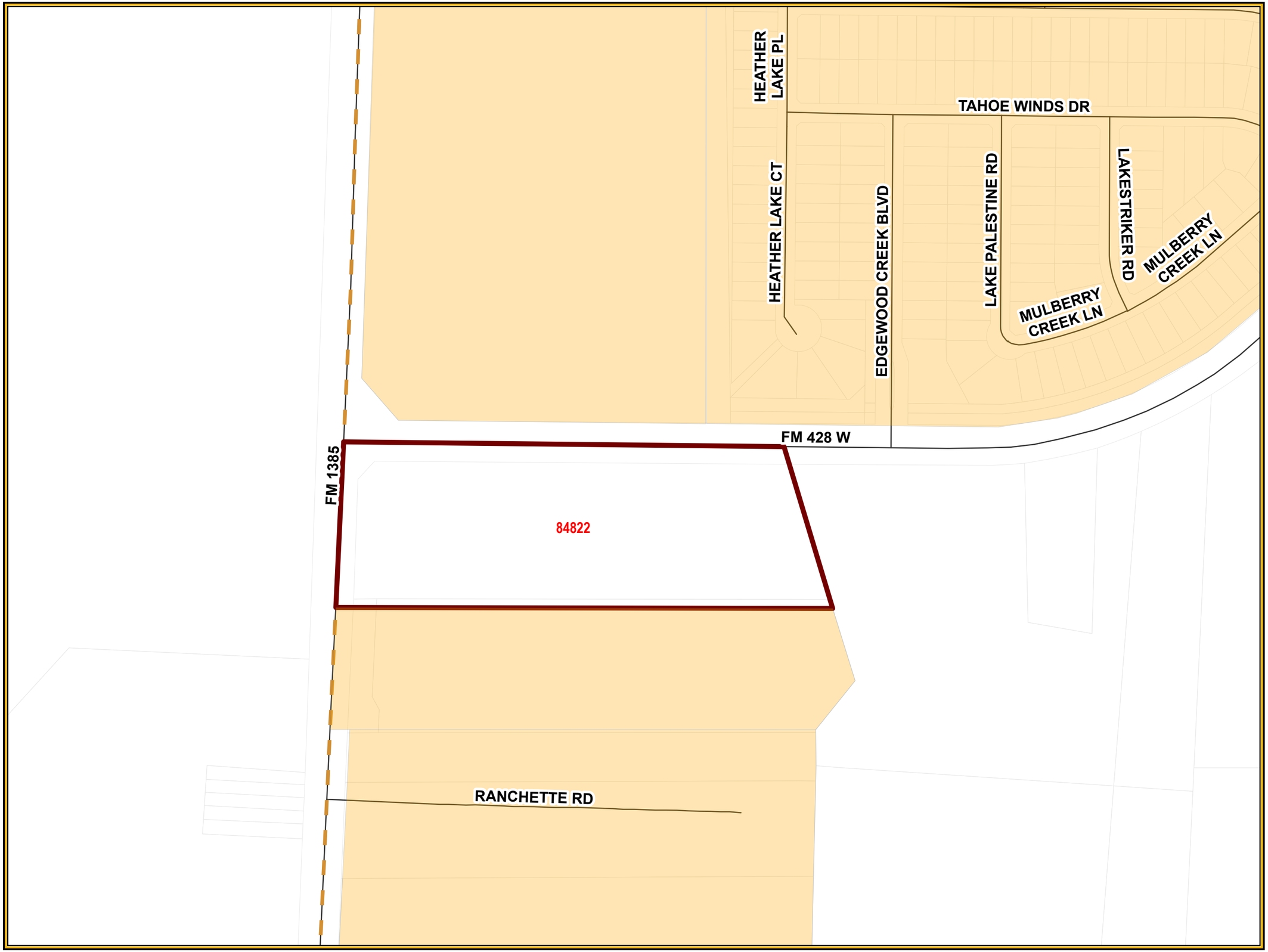
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 10.0 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-92407, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on September 7, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 10.0 acre tract of land legally described as A1106A A. RAY, TR 4, OLD DCAD TR #3E,4E,5E, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #84822.

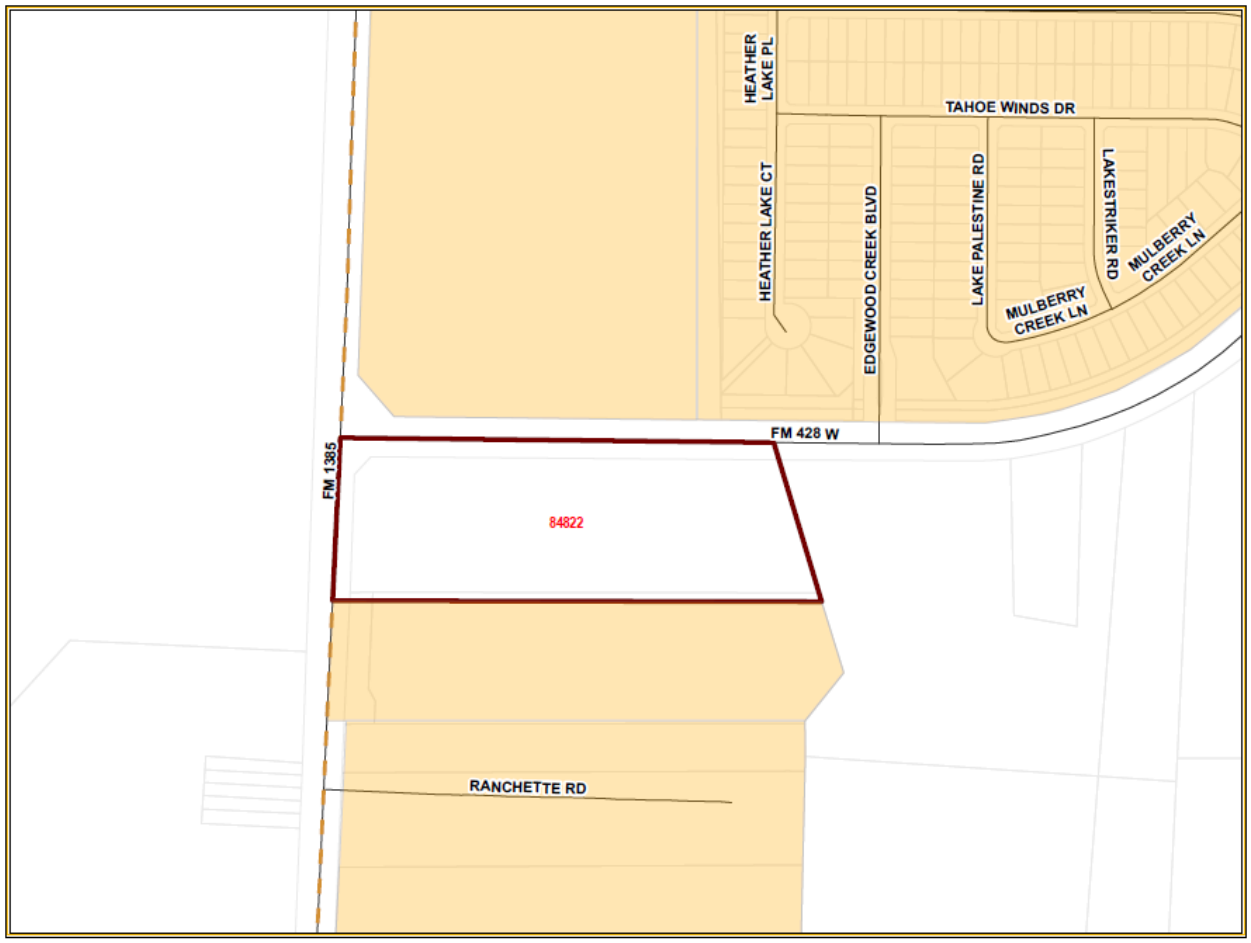


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

70 2010 00092407



Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2010-92407
As
Agreement

Recorded On: September 17, 2010

Parties: CITY OF CELINA

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	35.00
Total Recording:	**35.00**

************** DO NOT REMOVE. 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: 2010-92407
Receipt Number: 722744
Recorded Date/Time: September 17, 2010 08:56:41A
User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CELINA
142 N OTTIO ST
ATTN CAROLYN TURNER
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

CMitchell

County Clerk
Denton County, Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

COPY

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly known as ABSTRACT A1106, A. RAY, TRACT 4, ACRES 10.0, OLD DCAD TRACT #3E, 4E, 5E, , and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 7 day of Sept., 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 7 day of Sept., 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

Owner 1
Printed Name: ADOLFO L. MONSALVE

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 3 day of September, 2010, by ADOLFO L. Monsalve, Owner 1.

Jennifer Behymer
Notary Public, State of Texas

JENNIFER BEHYMER
Notary Public, State of Texas
My Commission Expires
May 01, 2013

Laura A Monsalve
Owner 2
Printed Name: Laura A Monsalve

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 3 day of September 2010, by Laura A. Monsalve, Owner 2.

Jennifer Behymer
Notary Public, State of Texas

JENNIFER BEHYMER
Notary Public, State of Texas
My Commission Expires
May 01, 2013

_____
Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

_____
Notary Public, State of Texas

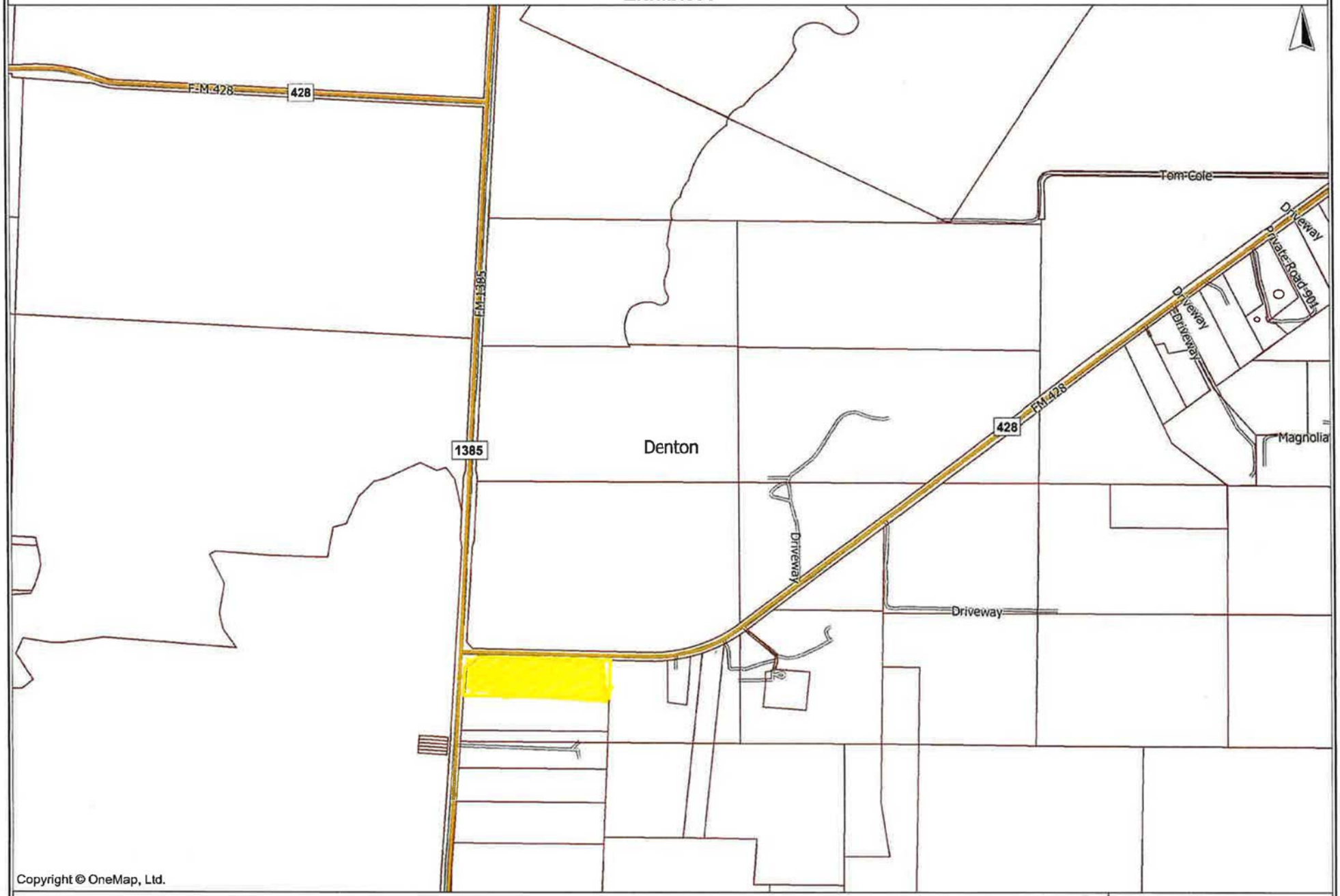
_____
Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

_____
Notary Public, State of Texas

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 28, 2010

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 9.0 acre tract of land legally described as Eastern Hills Estates Lot 3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #191267. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 9 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Annexation Ordinance (DCAD 191267)
4. Agreement DCAD 191267

Financial Consideration:
N/A

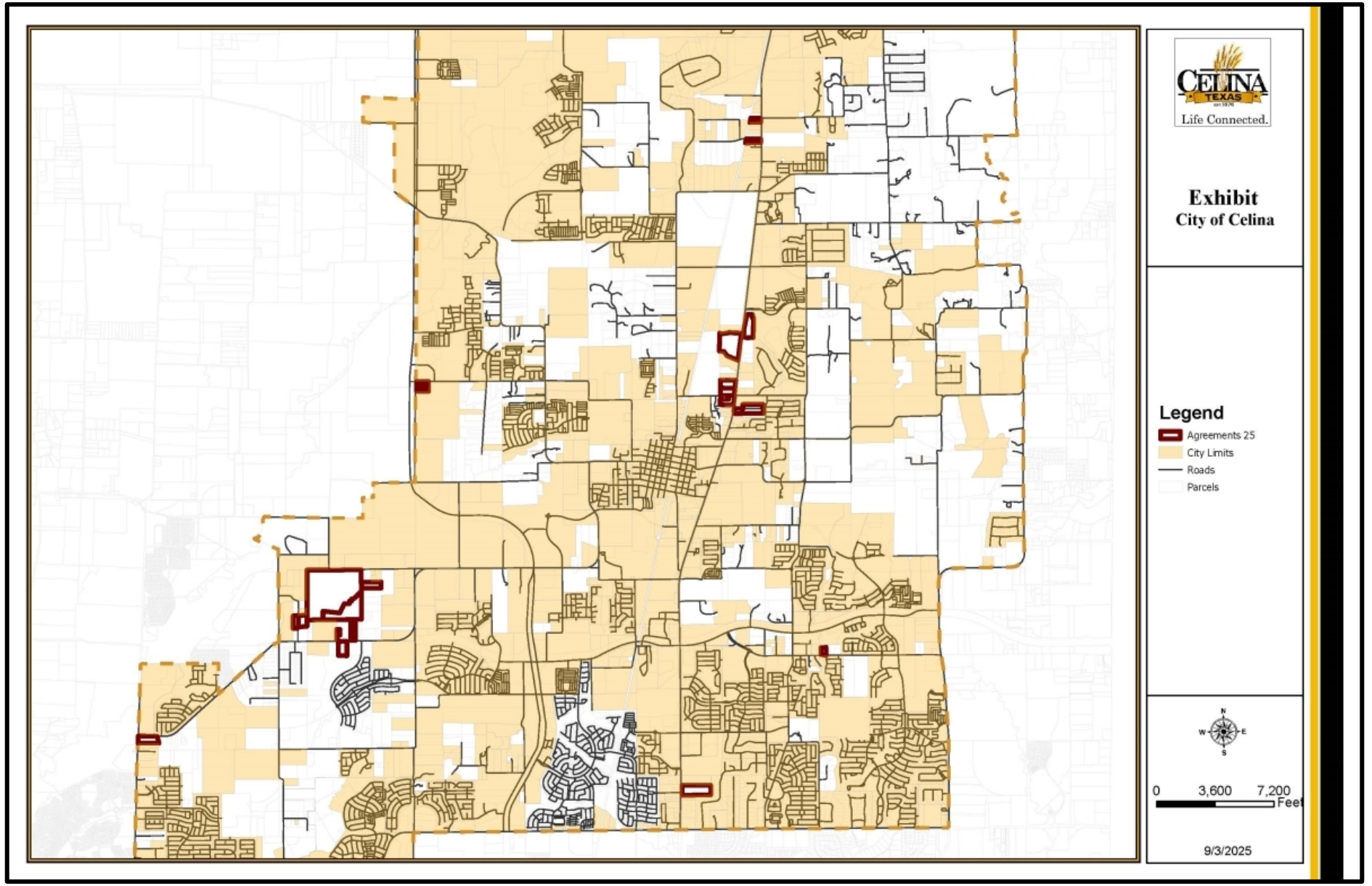
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

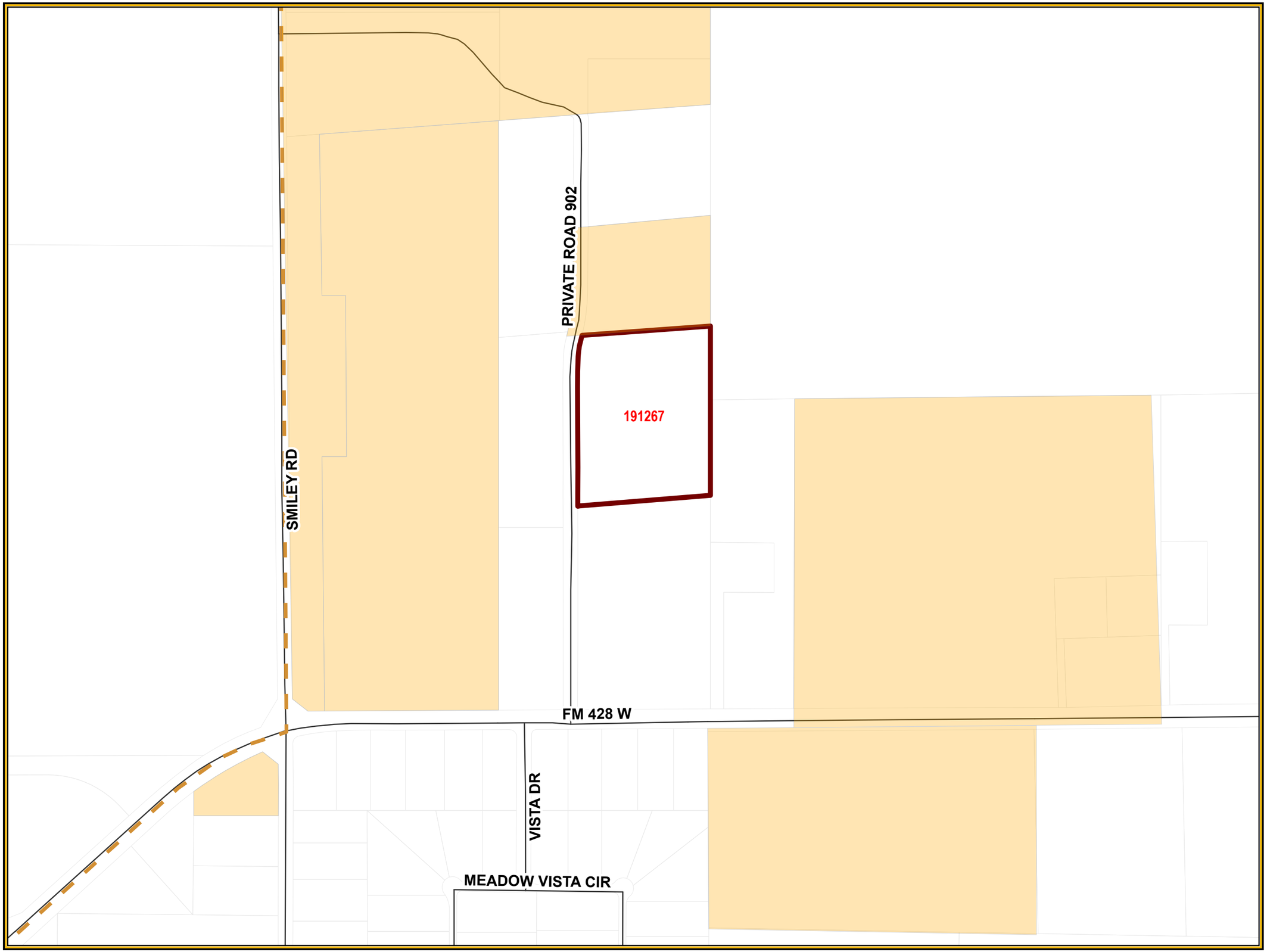
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 270 540 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 9.0 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-79339, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on June 2, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 9.0 acre tract of land legally described as EASTERN HILLS ESTATES LOT 3, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #191267.

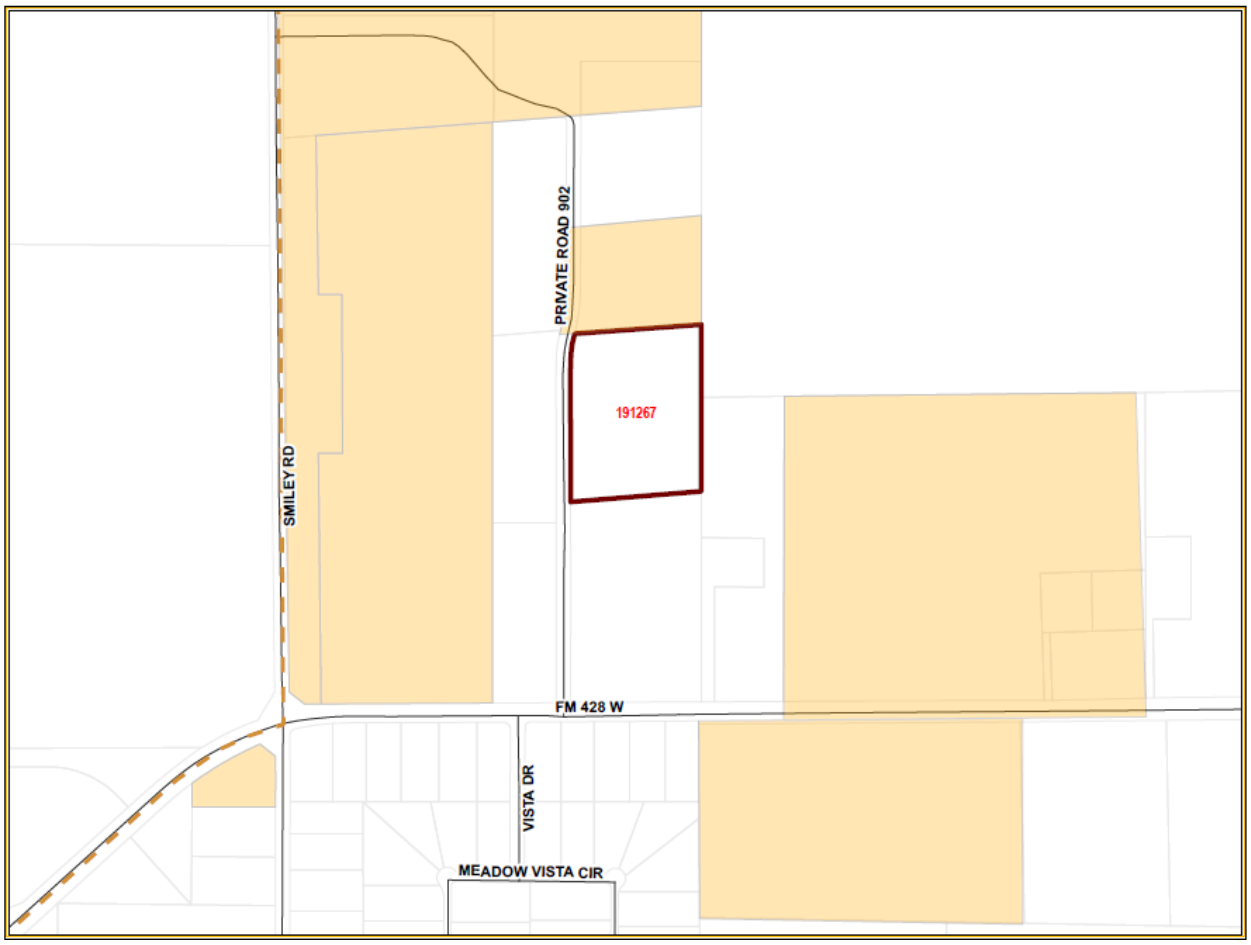


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

COPY

STATE OF TEXAS)
)
COUNTY OF DENTON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly EASTERN HILLS ESTATES LOT 3 ACRES 9.00 ACRES 9.00 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of

the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 2ND day of JUNE, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin **}**

This instrument was acknowledged before me on the 2 day of June, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Martha Ward
Owner 1
Printed Name: Martha Ward

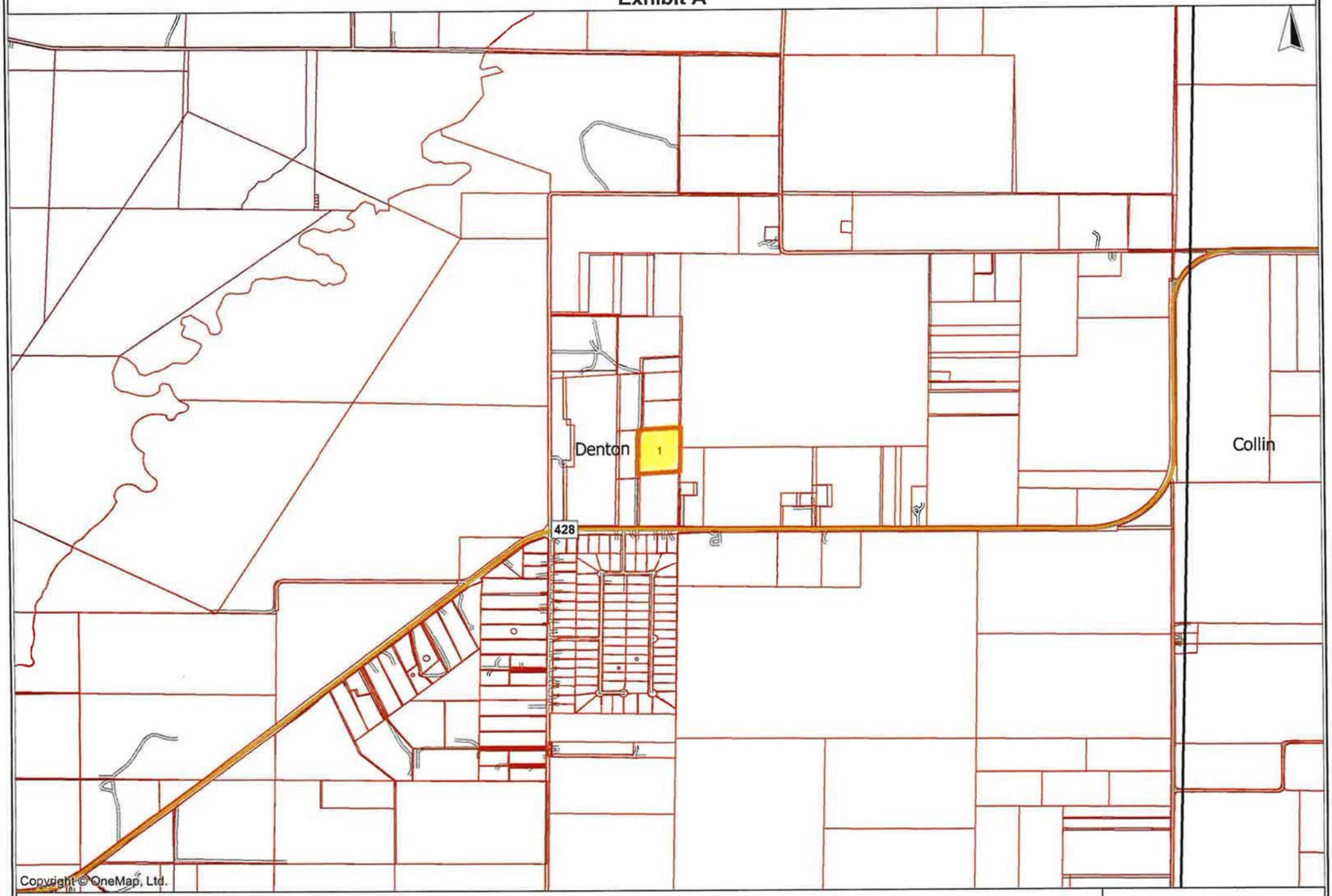
THE STATE OF TEXAS }
COUNTY OF Collin **}**

This instrument was acknowledged before me on the 1ST day of JUNE, 2010, by MARTHA WARD, Owner 1.

Levi T Harris
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
LEVI T. HARRIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/31/2012

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2010 00079339

Instrument Number: 2010-79339

As

Agreement

Recorded On: August 13, 2010

Parties: CITY OF CELINA

To

Billable Pages: 6

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	31.00
Total Recording:	**31.00**

************** DO NOT REMOVE. 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: 2010-79339

Receipt Number: 712294

Recorded Date/Time: August 13, 2010 09:17:13A

User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CELINA
142 N OHIO ST
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 5.69 acre tract of land legally described as Eastern Hills Estates Lot 4, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #195307. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 6 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Annexation Ordinance (DCAD 195307)
4. Agreement DCAD 195307

Financial Consideration:
N/A

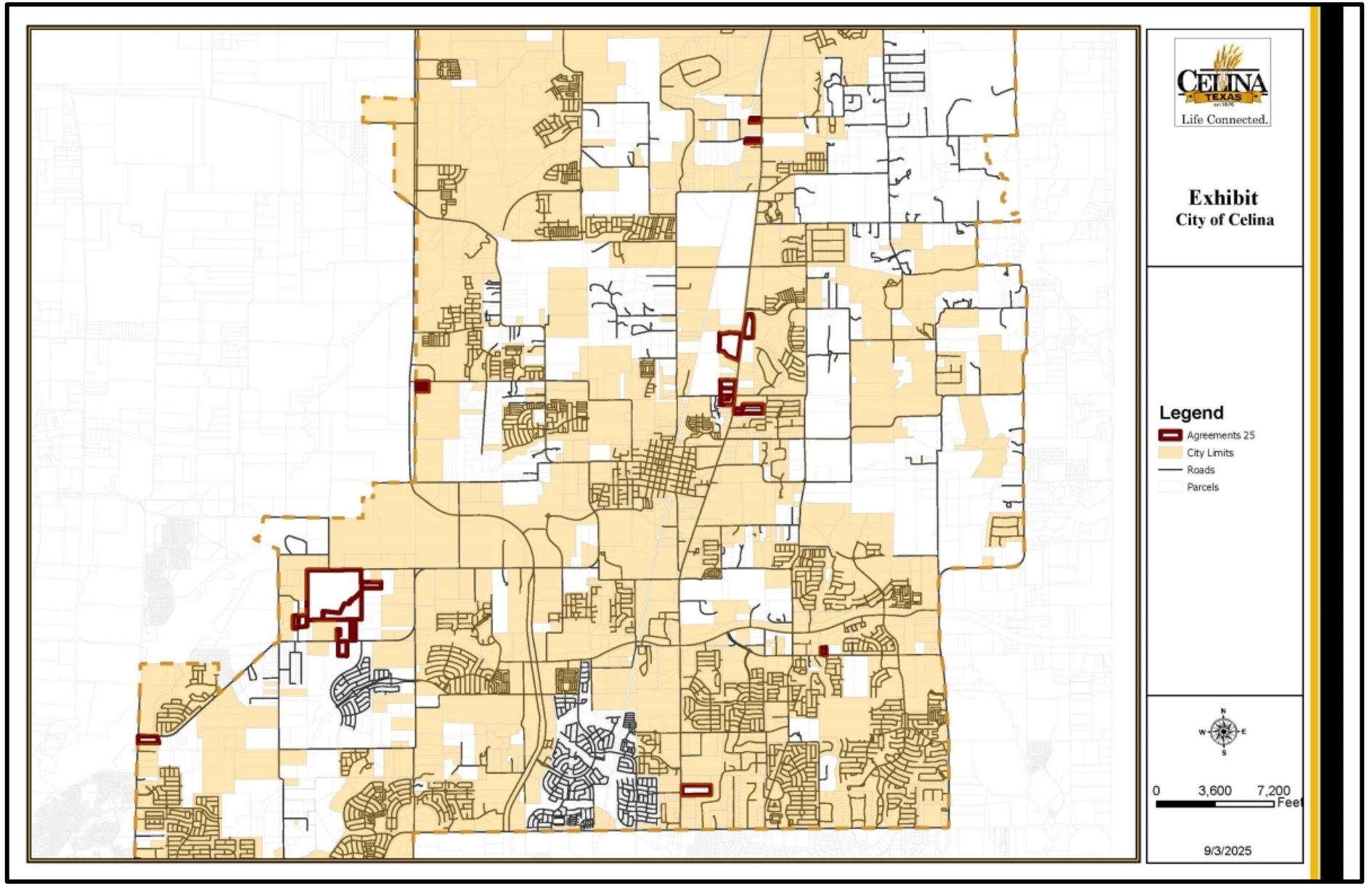
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

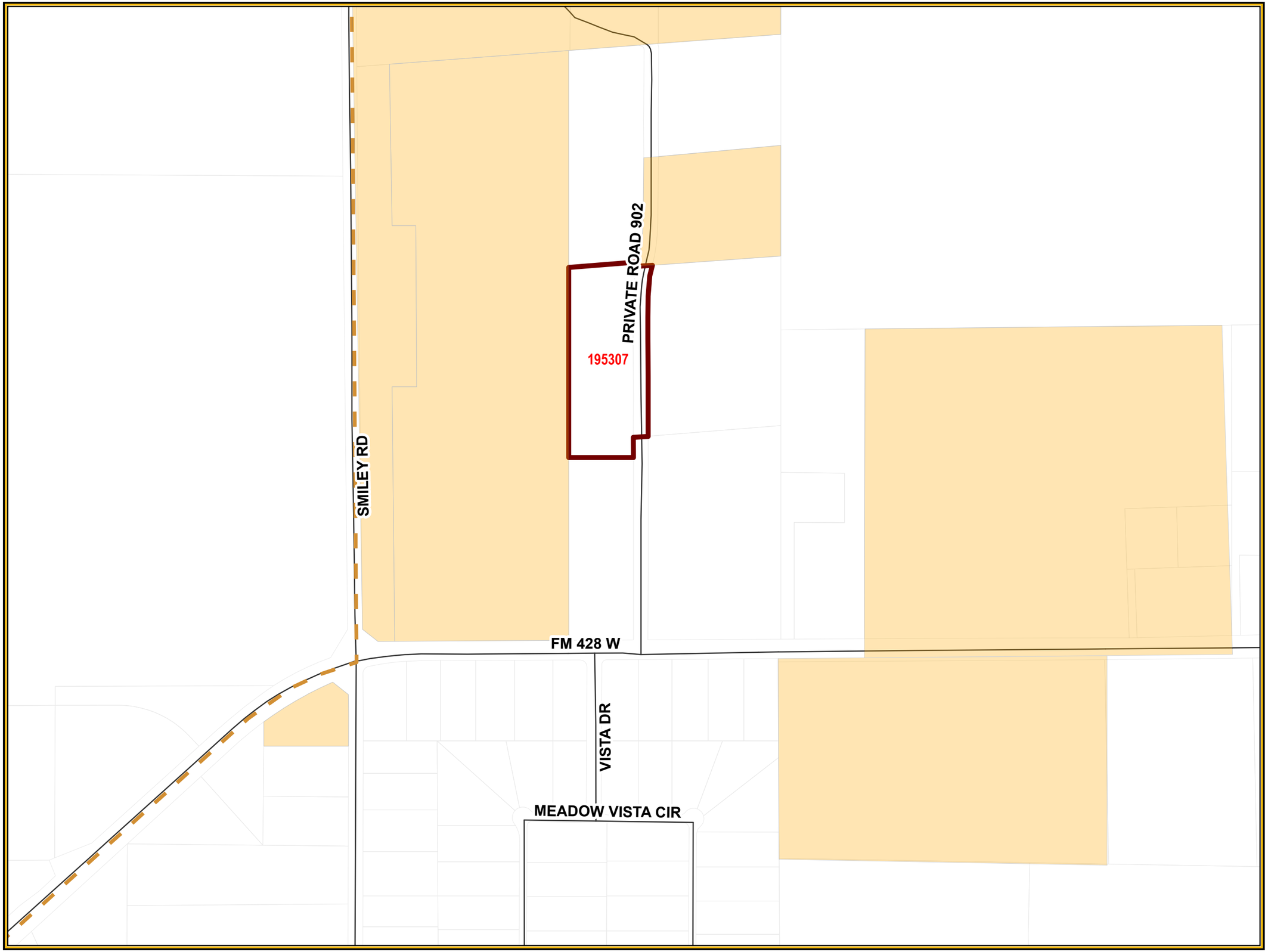
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 270 540 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 5.69 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 2010-79340, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on June 4, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 5.69 acre tract of land legally described as EASTERN HILLS ESTATES LOT 4, Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #195307.

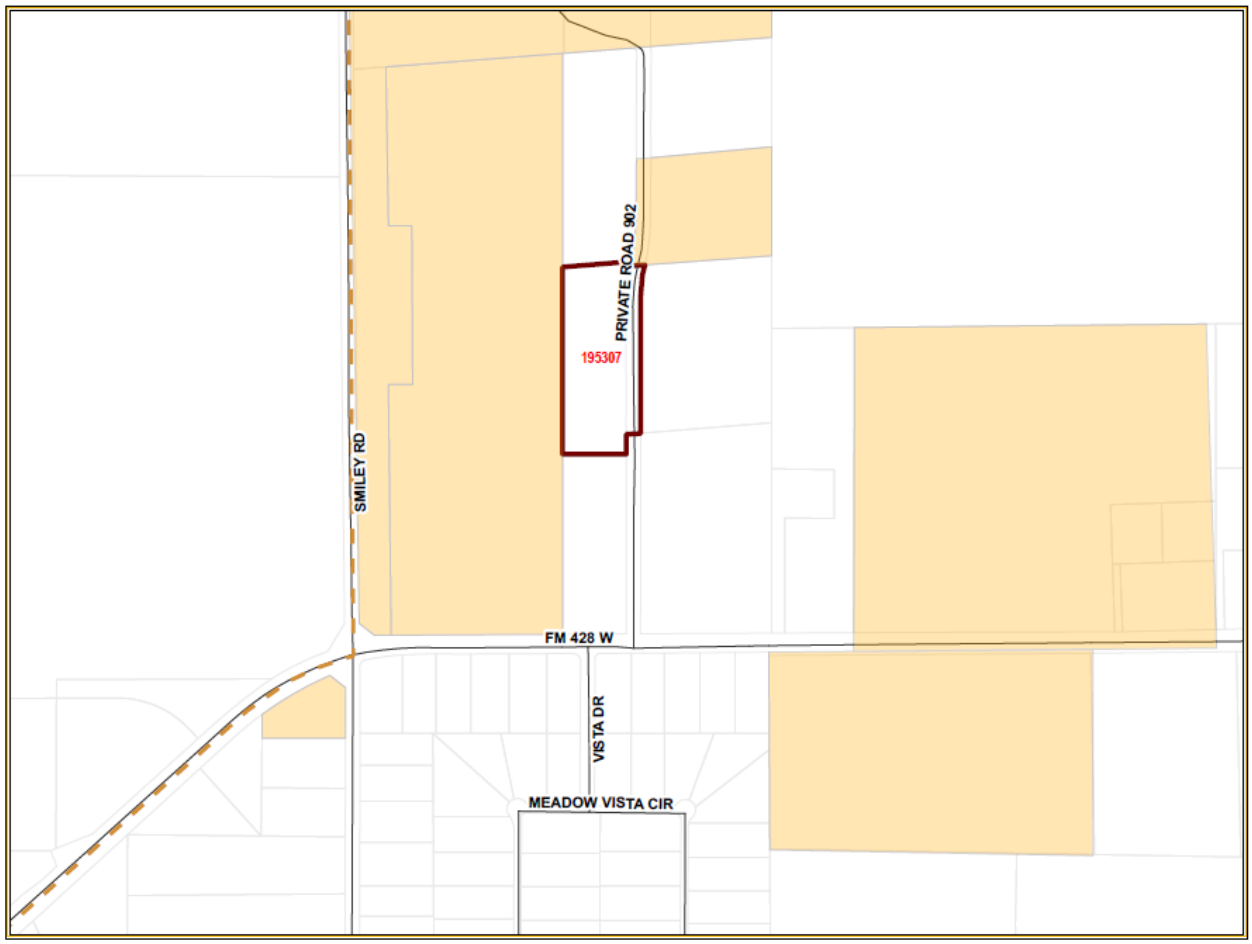


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

COPY

STATE OF TEXAS)
)
COUNTY OF DENTON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly known as EASTERN HILLS ESTATES LOT 4 SN#1 PH057143A HUD# TEX0454681 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 4TH day of JUNE, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 4 day of June, 2010, by Jason Gray, City Manager, City of Celina, Texas.

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Vicki J. Faulkner
Notary Public, State of Texas

Laurence P Clinton POA Cheryl A Clinton
Owner 1
Printed Name: Laurence P. Clinton

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 1st day of June, 2010, by Cheryl Clinton POA, Owner 1.

BRADLEY RYAN HAMBLIN Notary Public STATE OF TEXAS My Comm. Exp. Aug. 10, 2010

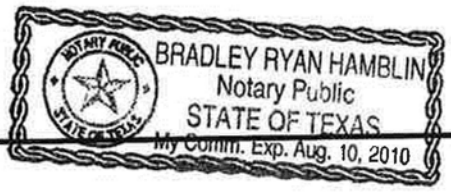
Notary Public, State of Texas

Cheryl H Clinton

Owner 2
Printed Name: Cheryl H. Clinton

THE STATE OF TEXAS }
COUNTY OF Collin **}**

This instrument was acknowledged before me on the 1st day of June, 2010, by Cheryl Clinton, Owner 2.



Notary Public, State of Texas

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

Notary Public, State of Texas

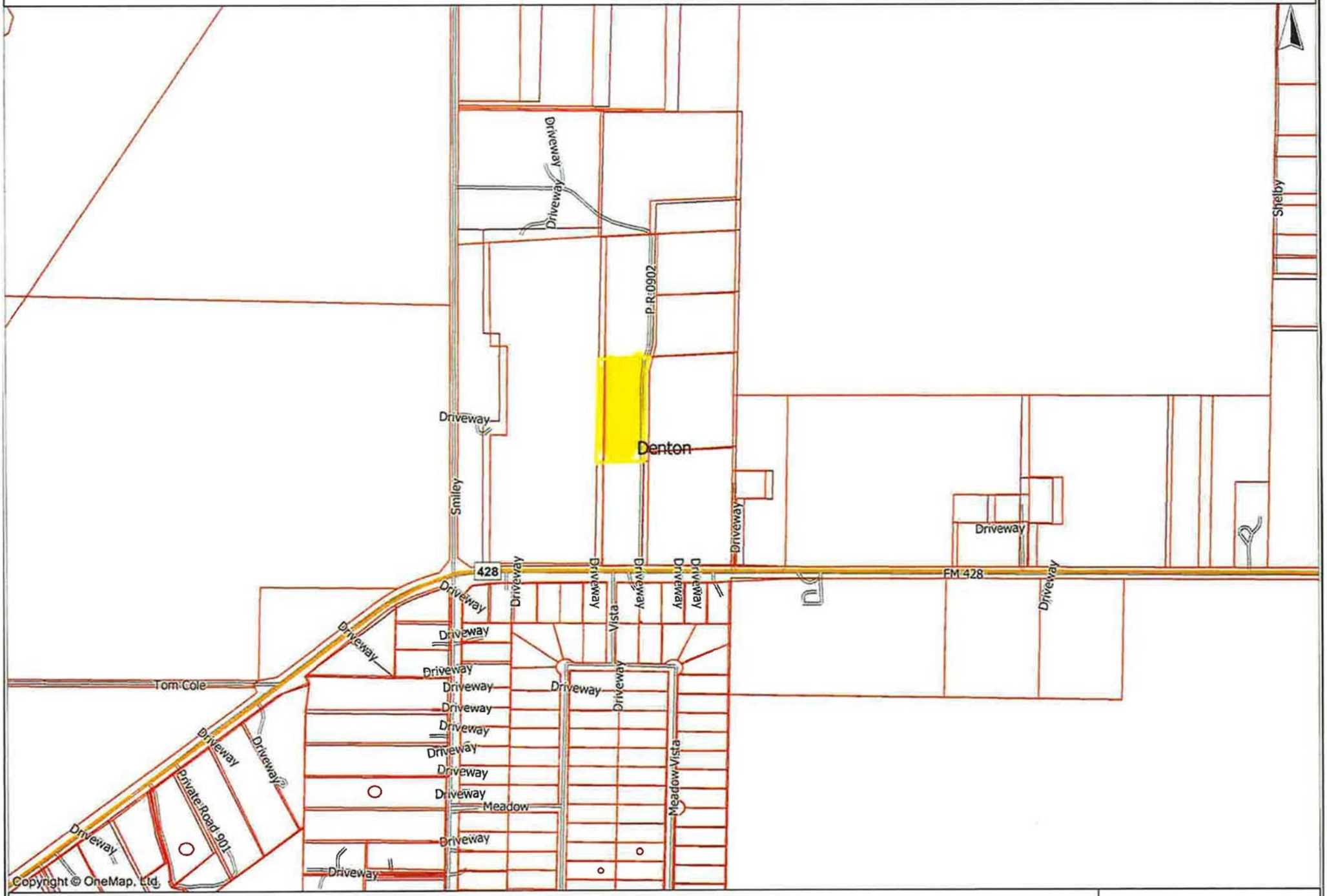
Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

Notary Public, State of Texas

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2010 00079340

Instrument Number: 2010-79340

As

Agreement

Recorded On: August 13, 2010

Parties: CITY OF CELINA

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	35.00
Total Recording:	**35.00**

************** DO NOT REMOVE. 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: 2010-79340
Receipt Number: 712294
Recorded Date/Time: August 13, 2010 09:17:13A
User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CELINA
142 N OHIO ST
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 2.0 acre tract of land legally described as A0211A Cowan, TR 12E(1), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #254098.(Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 2 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Annexation Ordinance (DCAD 254098)
4. Agreement DCAD 254098

Financial Consideration:
N/A

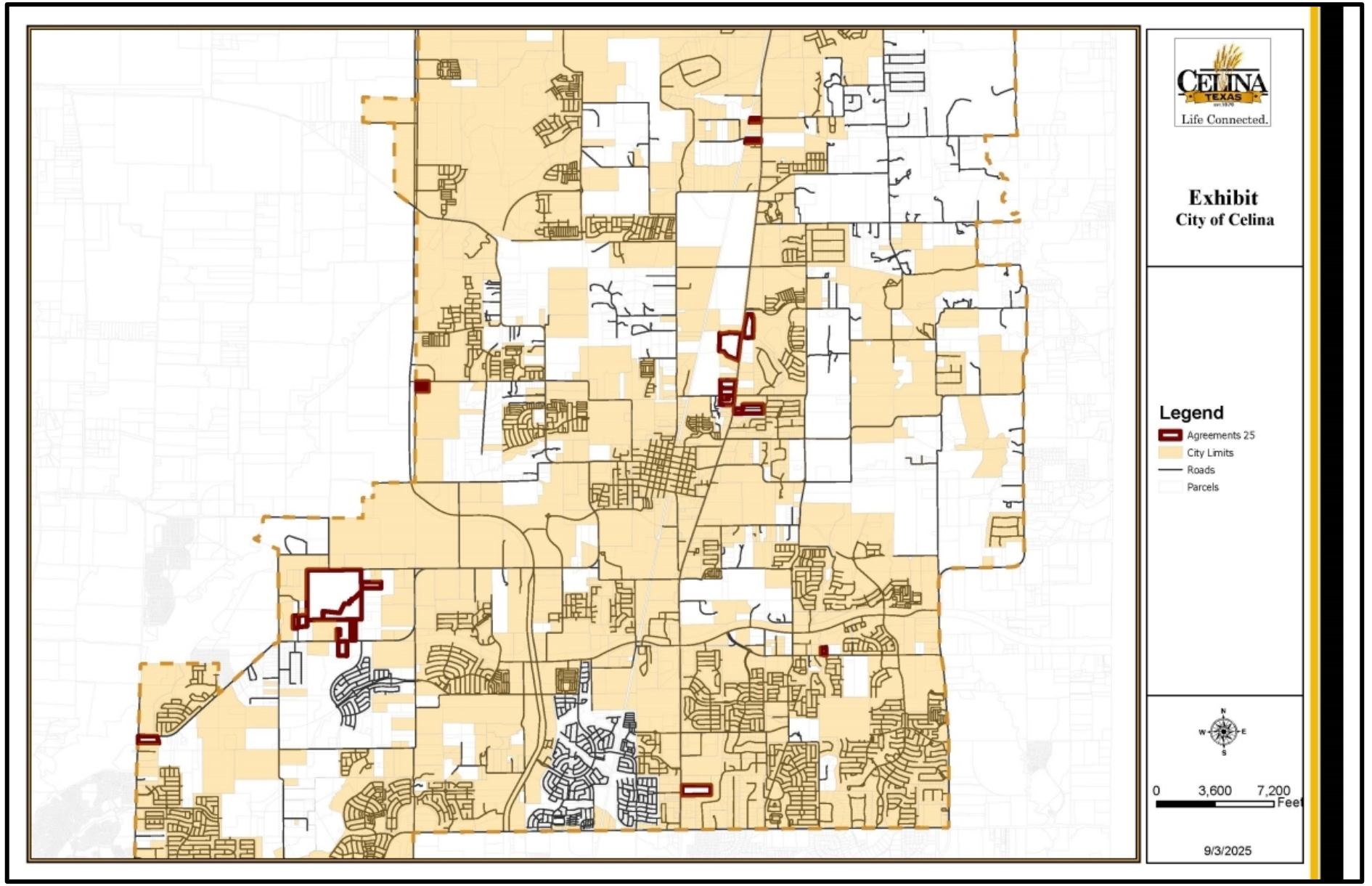
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

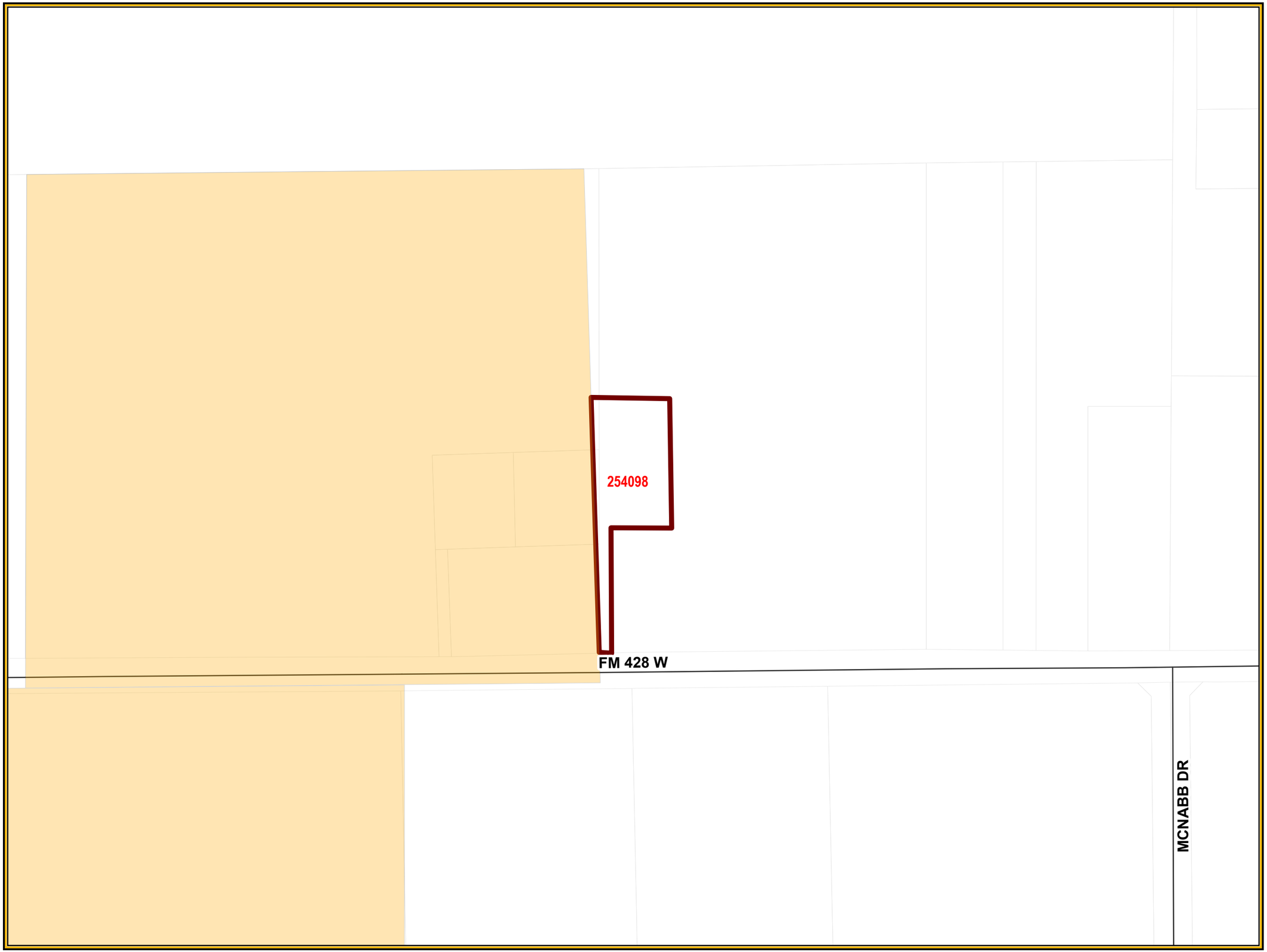
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340
Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 2.0 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, DENTON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Denton County Real Property Records as Instrument No. 010-79341, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on May 27, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximate 2.0 acre tract of land legally described as A0211A COWAN, TR 12E(1), Denton County, Texas, as further identified in the Denton County Appraisal District as Property ID #254098.

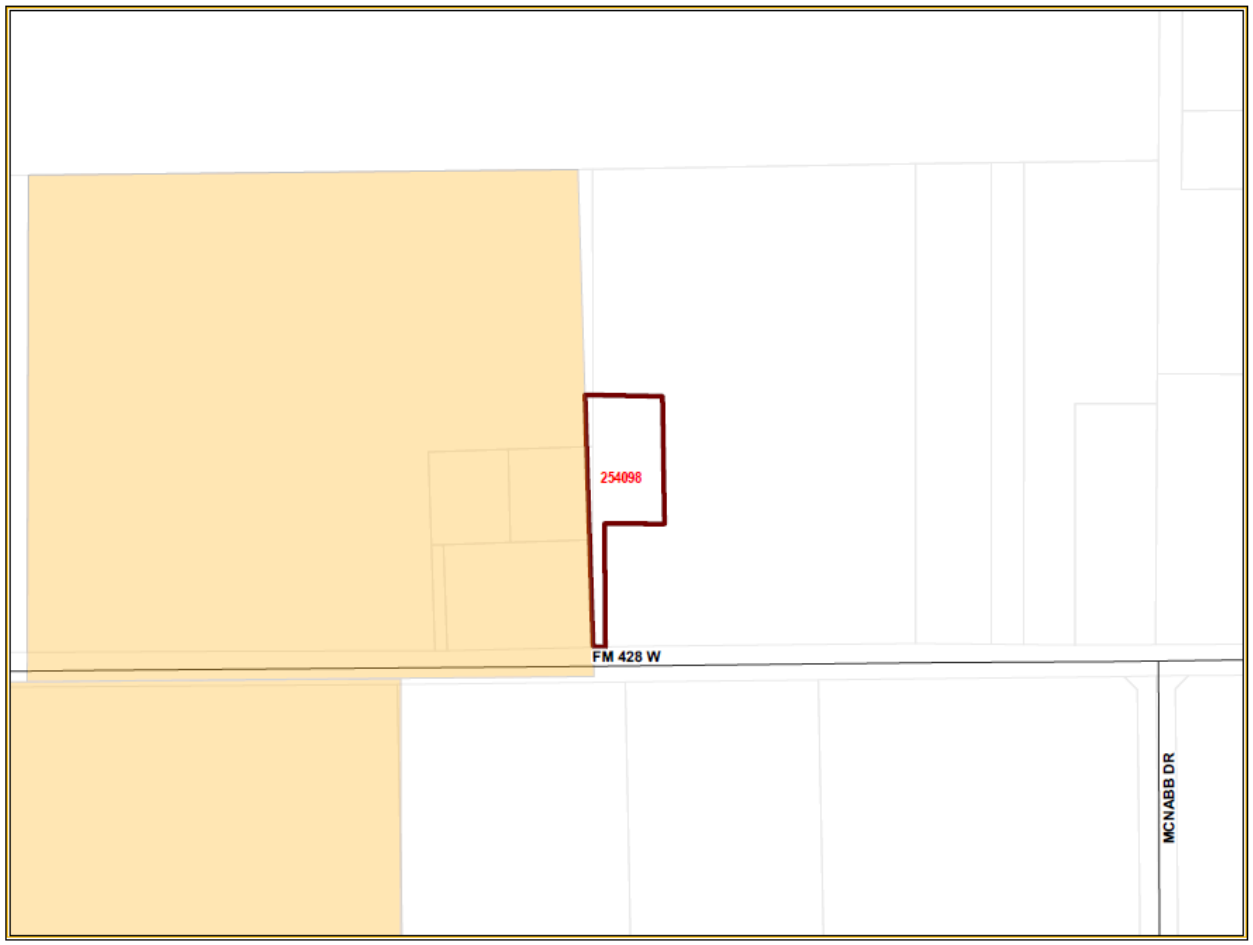


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

STATE OF TEXAS)
)
COUNTY OF DENTON)

COPY

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, commonly known as A0211A COWAN, TR 12E(1), 2.0 ACRES and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Denton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of

the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Denton County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Denton County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 27TH day of MAY, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 27 day of May, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vickie Lynn Cox
Notary Public, State of Texas

VICKIE LYNN COX NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-28-2013

Owner 1
Printed Name: GREGG MOORE

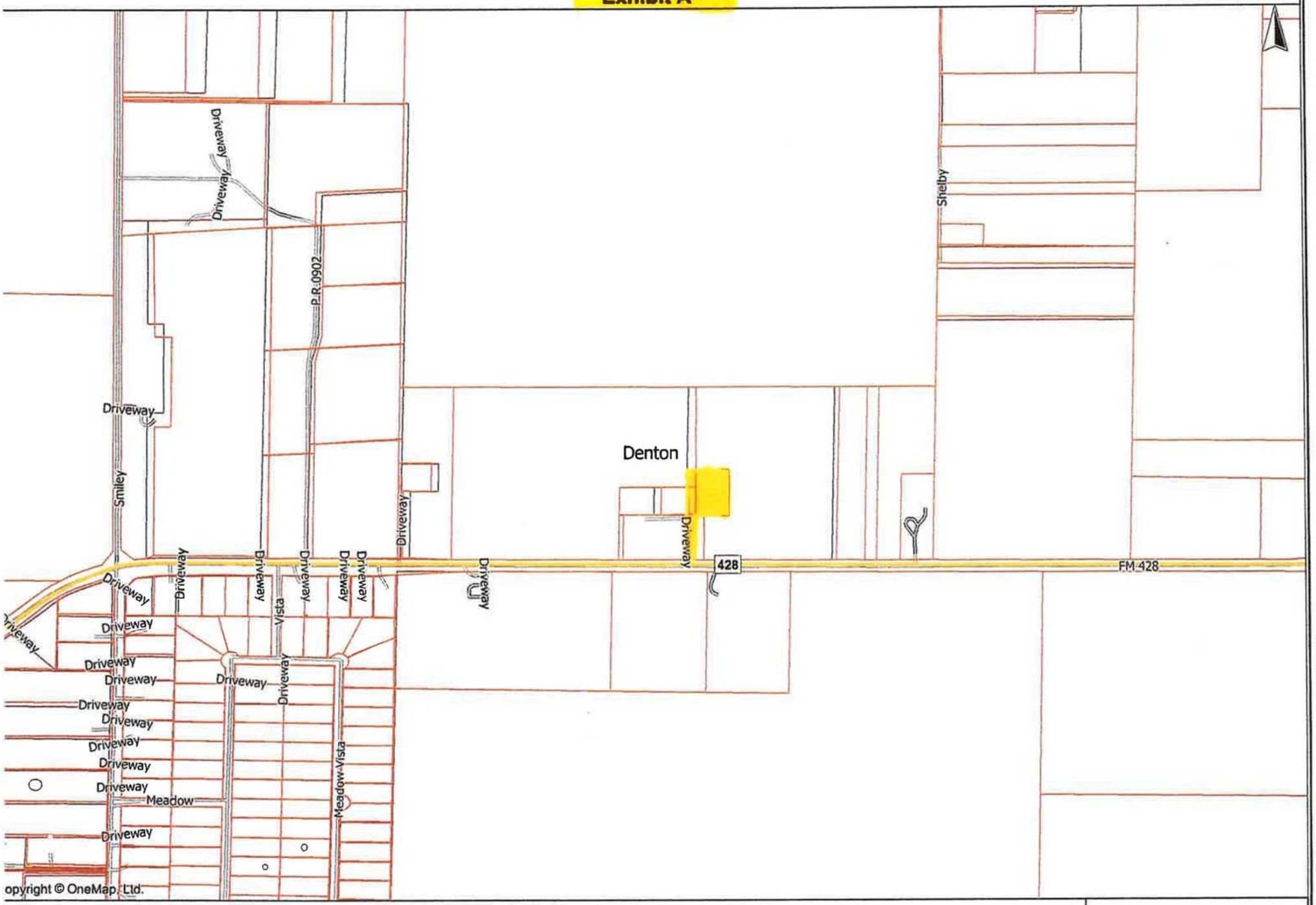
THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 27 day of May, 2010, by Gregg Moore, Owner 1.

Vickie Lynn Cox
Notary Public, State of Texas

VICKIE LYNN COX NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-28-2013

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2010 00079341

Instrument Number: 2010-79341

As

Agreement

Recorded On: August 13, 2010

Parties: CITY OF CELINA

To

Billable Pages: 6

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	31.00
Total Recording:	**31.00**

************** DO NOT REMOVE. 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: 2010-79341

Receipt Number: 712294

Recorded Date/Time: August 13, 2010 09:17:13A

User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CELINA
142 N OHIO ST
CELINA TX 75009

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 18.143 acre tract of land legally described as ABS A0170 Collin County School Land #15 Survey, Sheet 2, Tract 19, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #992135. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 18 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 992135)
4. Agreement CCAD 992135

Financial Consideration:
N/A

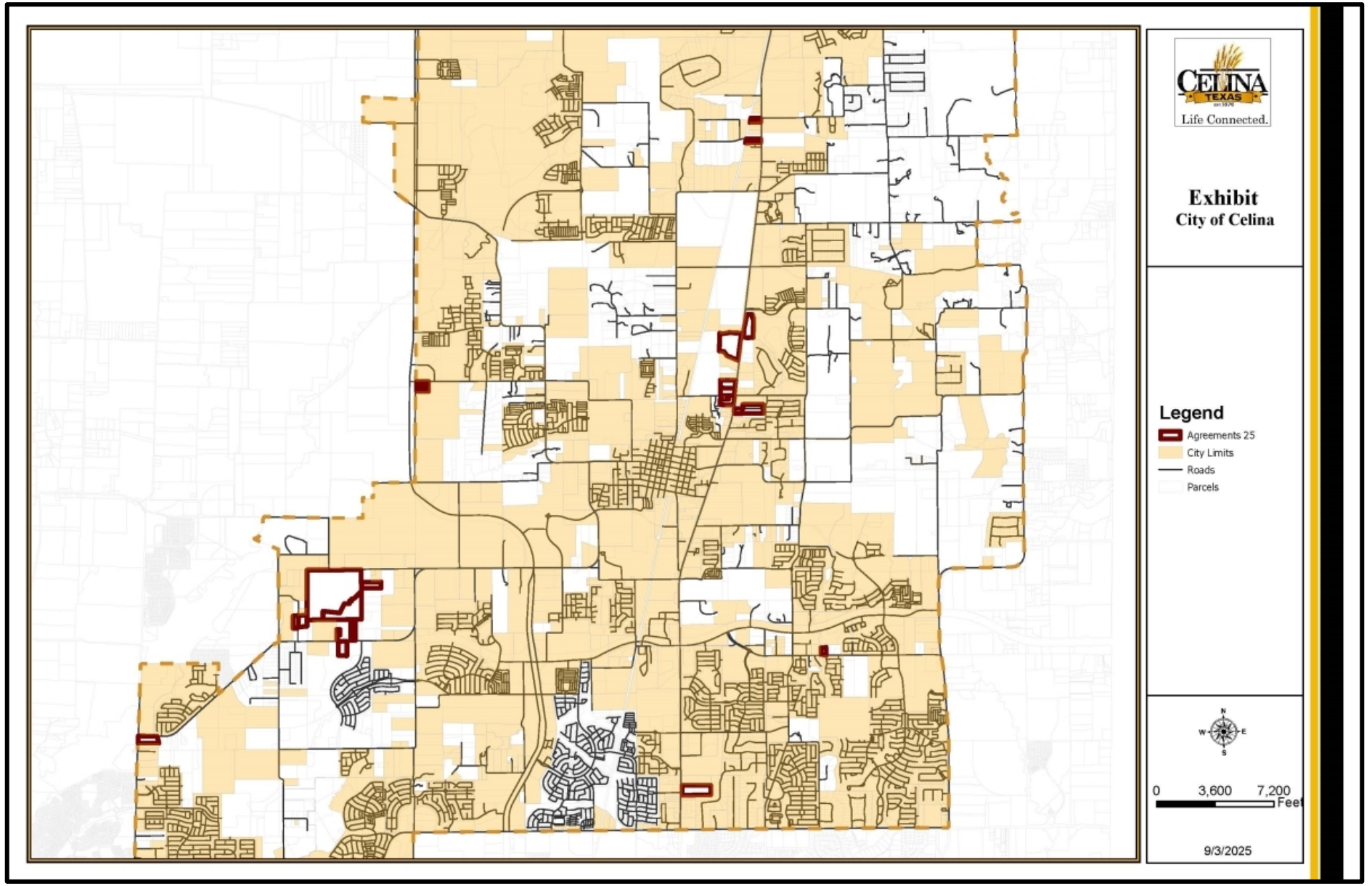
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

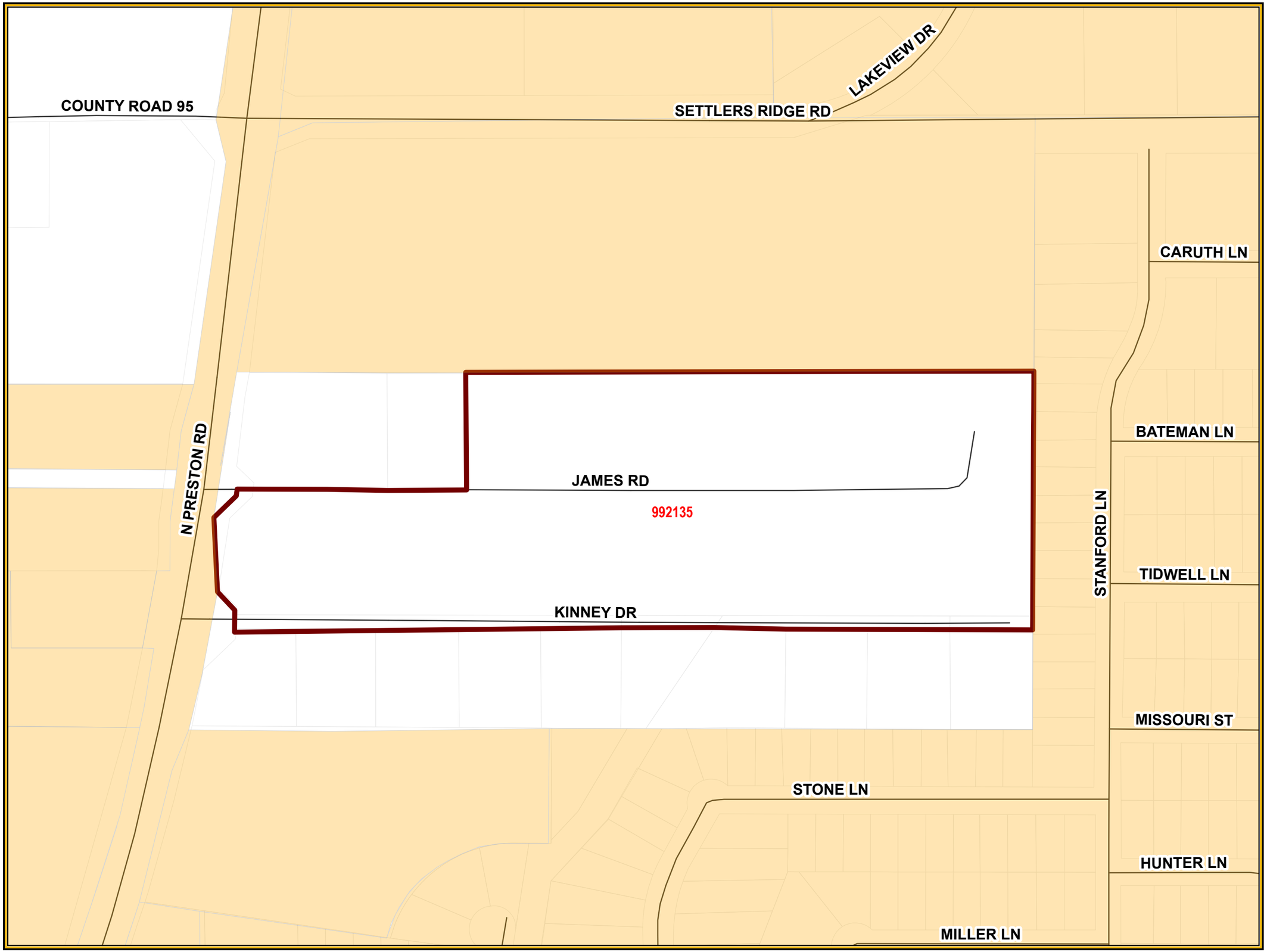
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 140 280
Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 18.143 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the area(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100812000840360, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on July 20, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 18.143 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 19, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #992135.

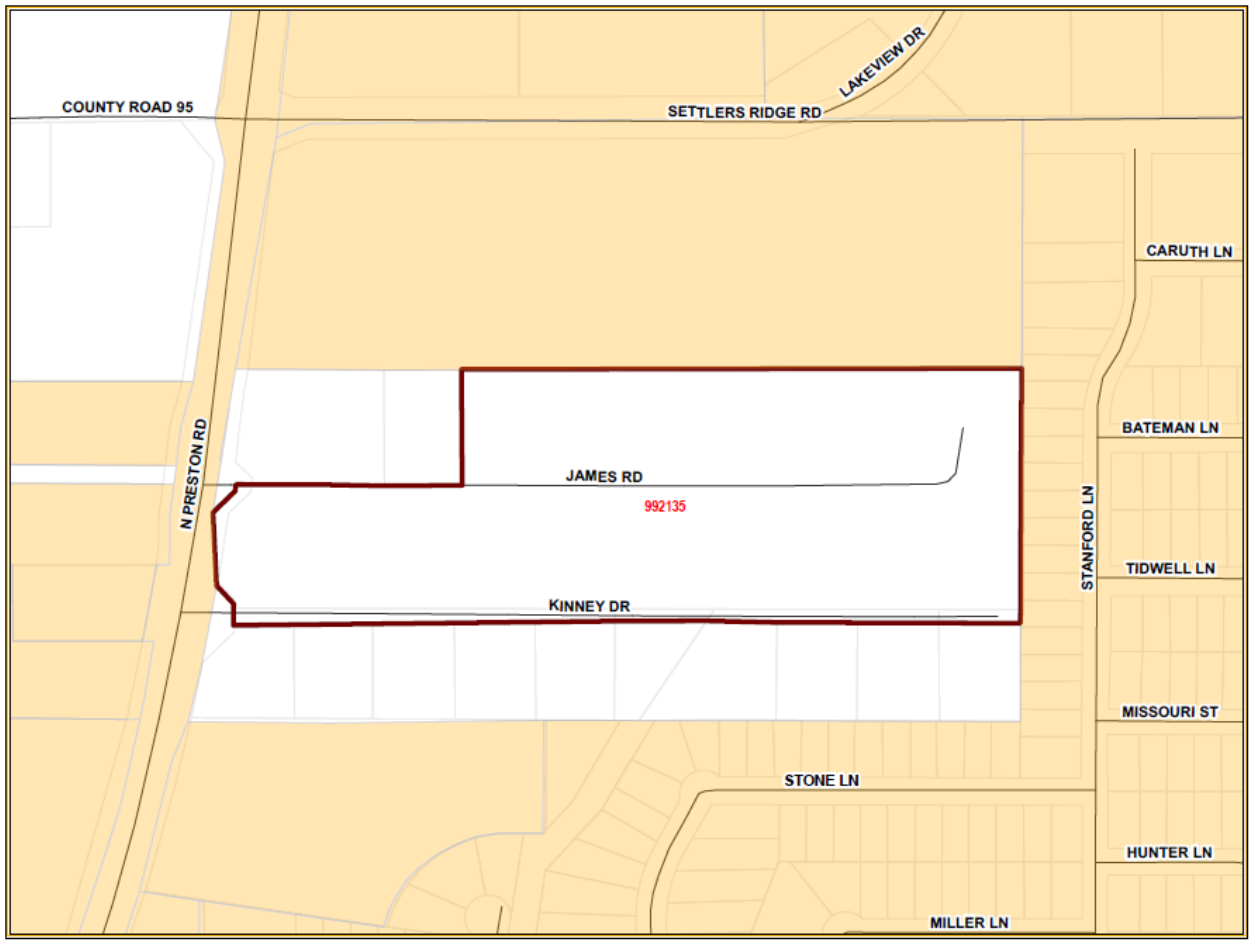


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20100812000840360 08/12/2010 03:30:48 PM AG 1/6

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A01700 COLLIN COUNTY SCHOOL LAND #15 SURVEY, BLOCK 2, TRACT 19, ACRES 18.1430 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 20 day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 20 day of July, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Carrie Toups Frazier
Notary Public, State of Texas

CARRIE TOUPS FRAZIER NOTARY PUBLIC STATE OF TEXAS

Bao Q. Huang
Owner 1
Printed Name: Bao Qing Huang

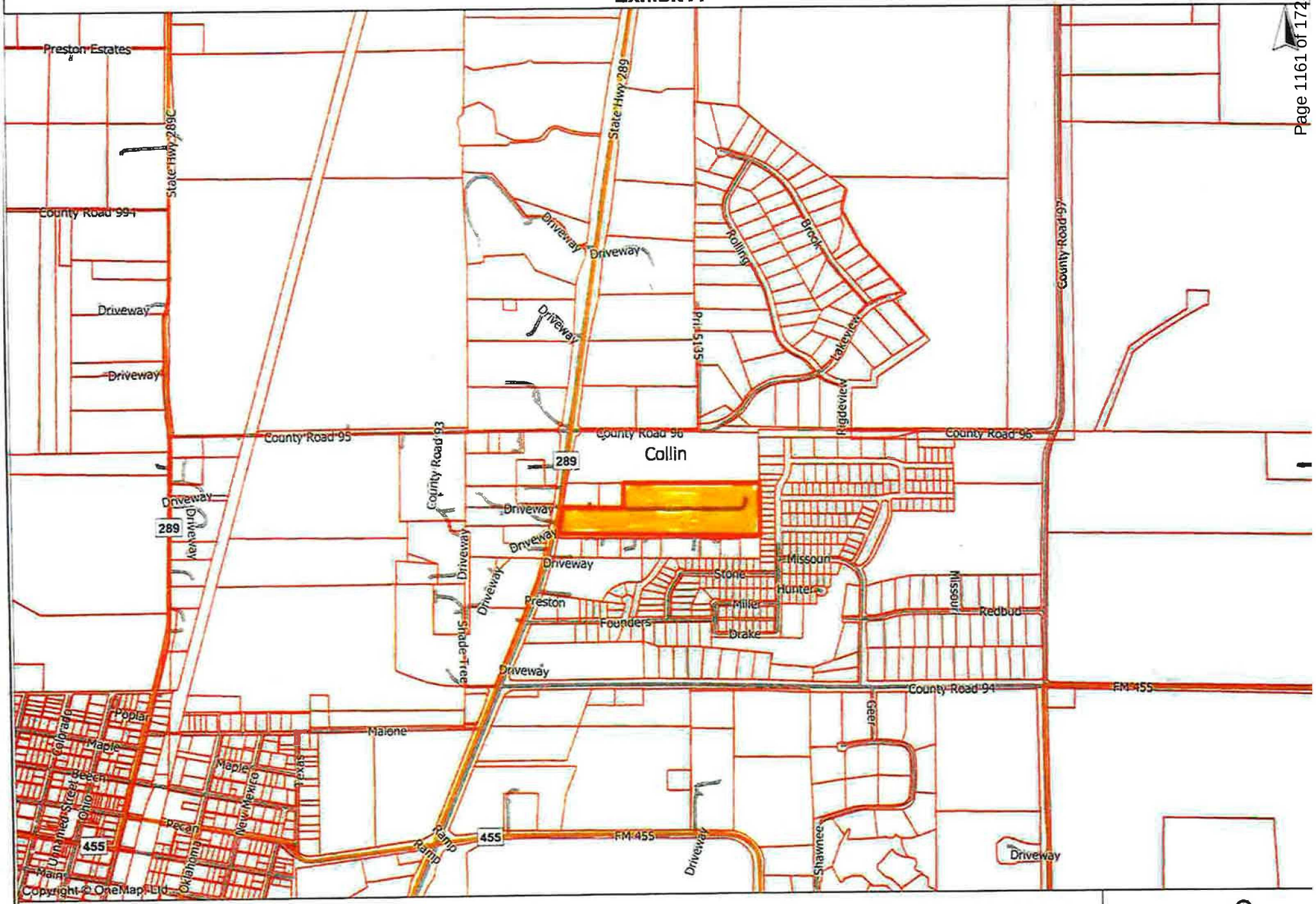
THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 16 day of July, 2010, by Bao Q Huang, Owner 1.

ARogers
Notary Public, State of Texas

ANN ROGERS
Notary Public
State of Texas
Comm. Expires 01-10-2013

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/12/2010 03:30:48 PM
$36.00 BNOPP
20100812000840360





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 4.0150 acre tract of land legally described as Preston 450 Addition, Lot 39, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO Survey, Tract 18, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1584501. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 9 acres across multiple properties, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the properties are now eligible for annexation. If approved, the properties will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 1498114 & 1584501)
4. Agreement CCAD 1498114 & 1584501

Financial Consideration:

N/A

Staff Recommendation:

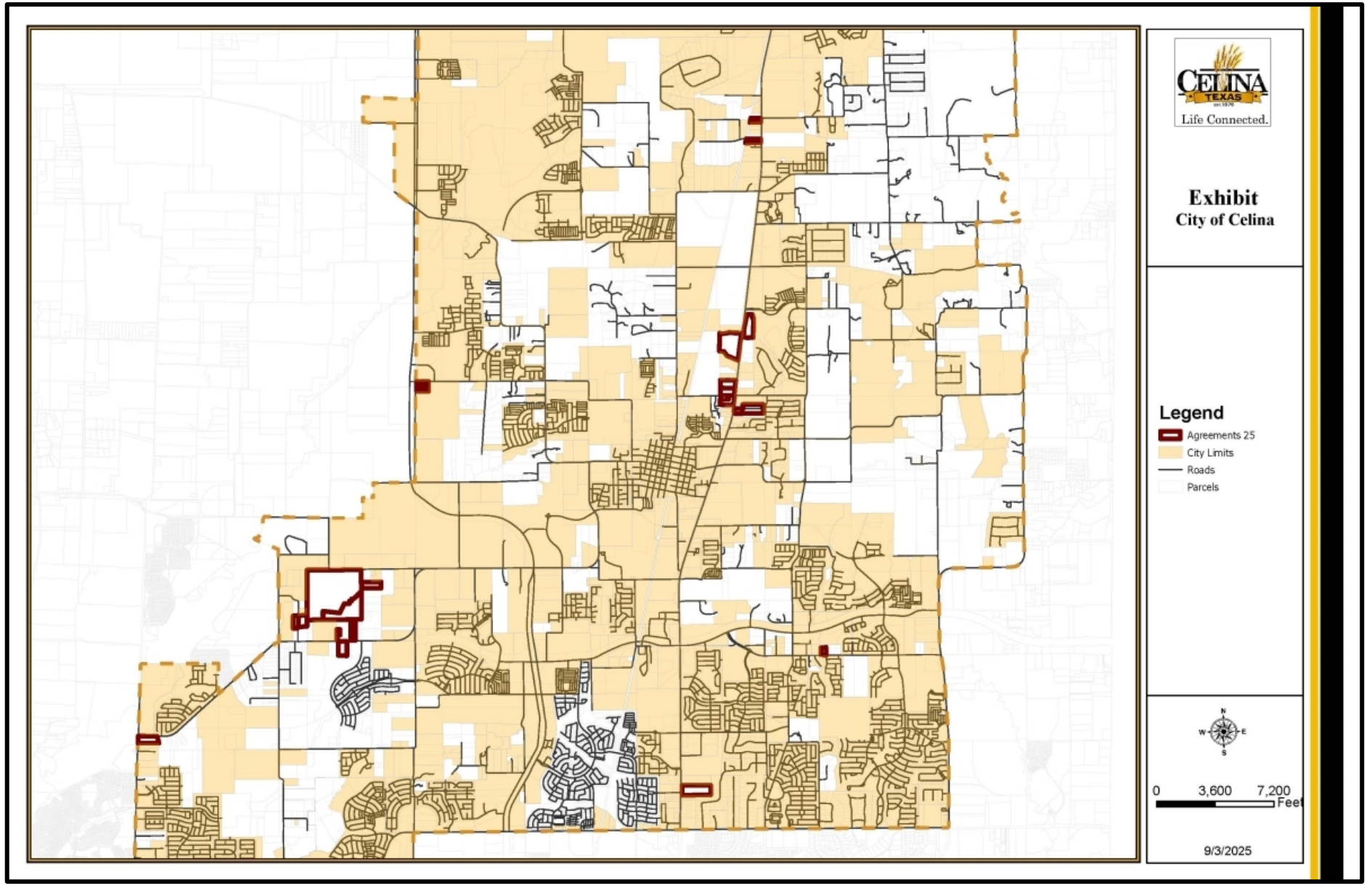
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

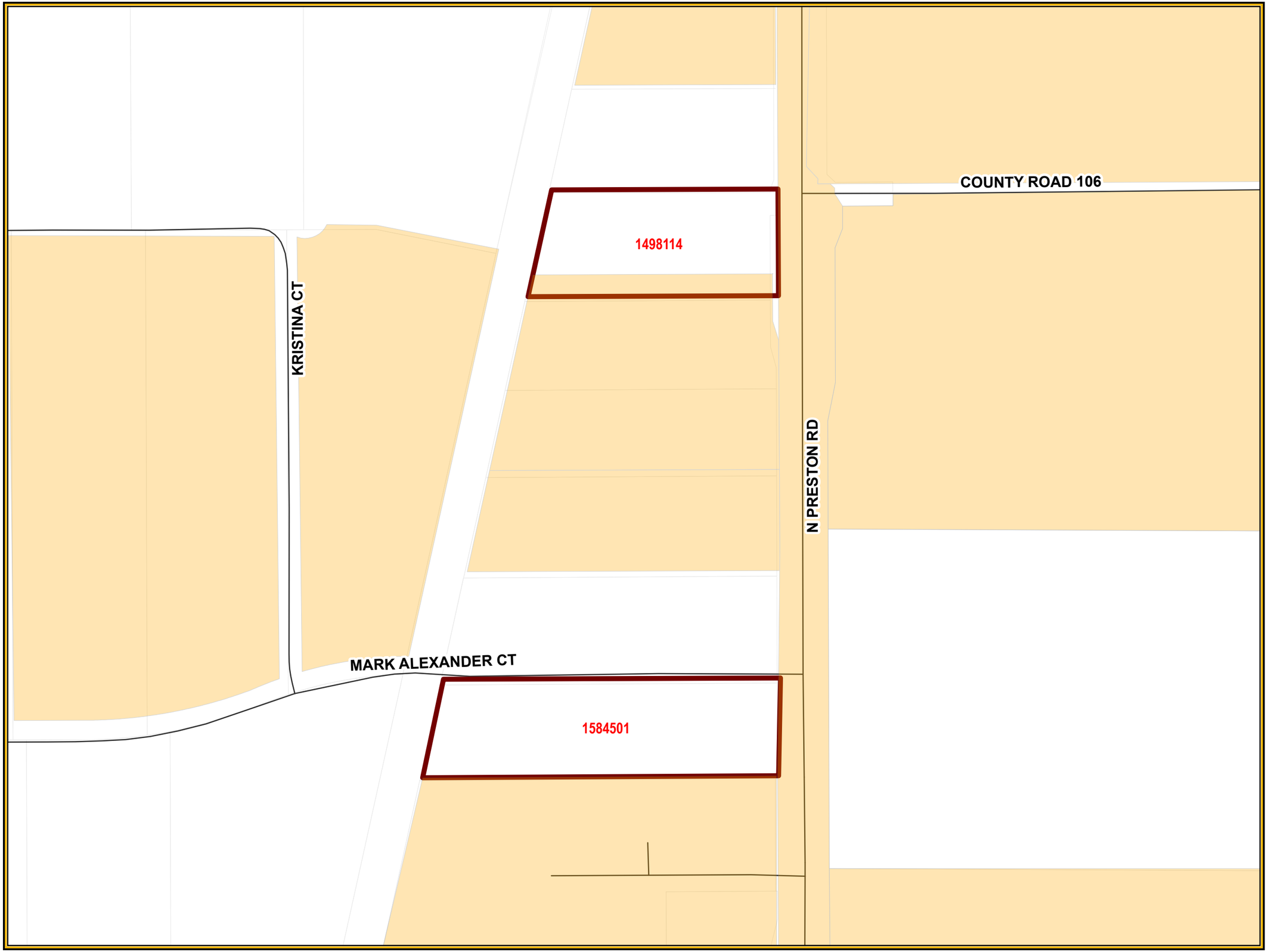
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 9.295 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the area(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100071300071952O, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on July 9, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 4.0150 acre tract of land legally described as PRESTON 450 ADDITION, LOT 39, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1498114; and an approximately 5.28 acre tract of land legally described as ABS A0653 M E P & P RY CO SURVEY, TRACT 18, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1584501.



Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20100713000719520 07/13/2010 04:11:40 PM AG 1/6

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A0653 M E P & P RY CO SURVEY, TRACT 18, ACRES 4.9980, PRESTON 450, LOT 39, ACRES 4.0150, and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in ~~Denton~~ Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 9th day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 9 day of July, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Susie Cannaday King
Owner 1
Printed Name: Susie Cannaday King

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 9th day of July, 2010, by Susie Canna Day King, Owner 1.

L. Vernell Faris
Notary Public, State of Texas

L. VERNELL FARIS
Notary Public, State of Texas
My Commission Expires 10-13-10


Preston Lakes
Preston Lake
Mallard
Blue Goose
Kathie
Kristina
Preston Lake
Collin
Mark Alexander
State Hwy 289
289
County Road 106
Driveway
Driveway
Driveway
Driveway
Driveway
County Road 102
Driveway
County Road 103
State Hwy 289C
289
Copyright © OneMap, Ltd.
DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale.
There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.
onemap
June 23, 2010
http://www.OneMap.com/

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/13/2010 04:11:40 PM
$36.00 CLUNA
20100713000719520





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2121068. (Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 19 acres across multiple properties, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the properties are now eligible for annexation. If approved, the properties will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 1725734 & 2121068)
4. Agreement CCAD 1725734 & 2121068

Financial Consideration:

N/A

Staff Recommendation:

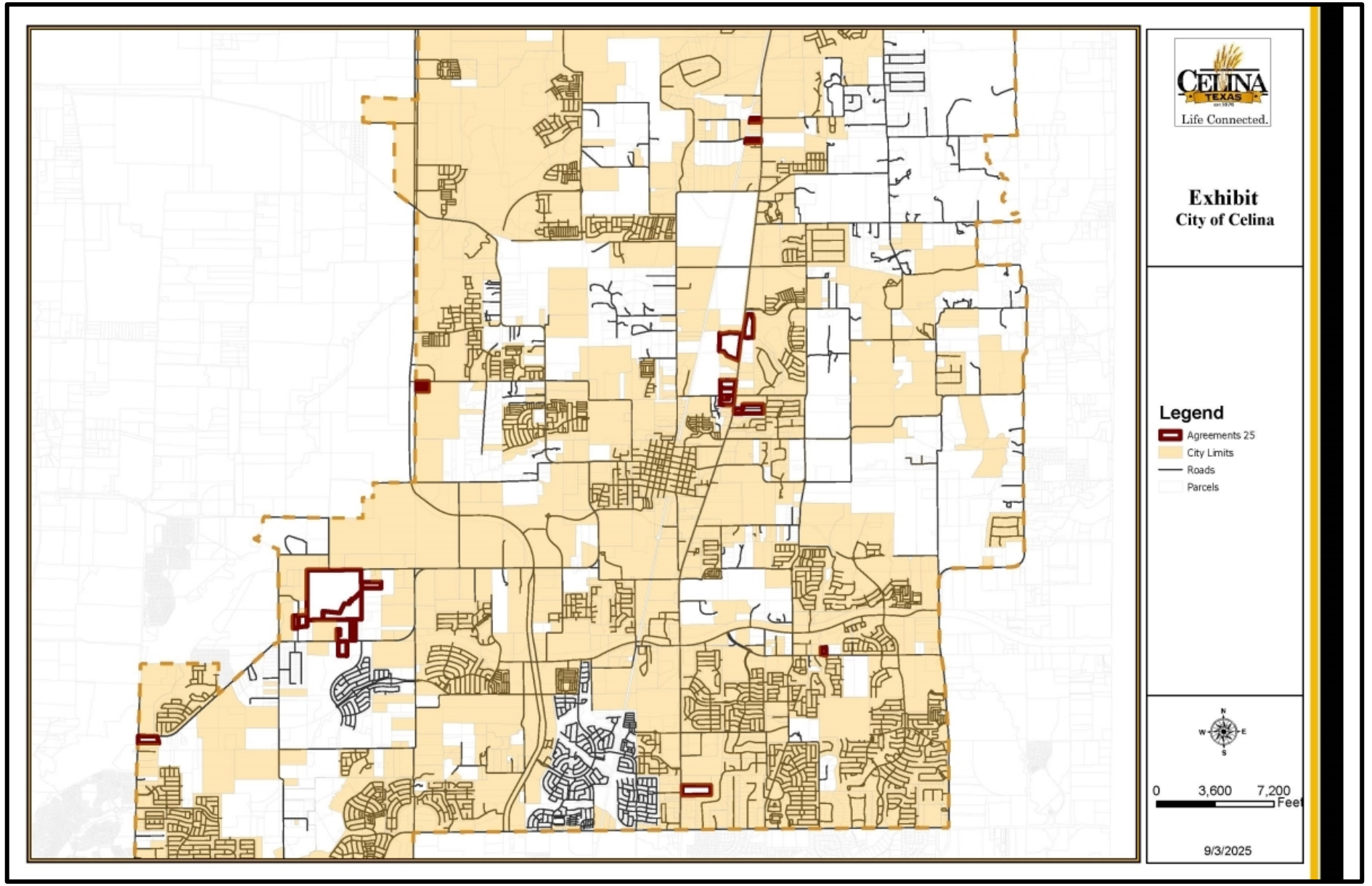
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340 Feet

8/26/2025



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340
Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 19.316 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20101022001153840, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement is set to expire on October 18, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 8.816 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 14, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #1725734; and an approximately 10.5 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 8, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2121068.




2121068
COUNTY ROAD 95
N PRESTON RD
SETTLERS RIDGE RD
LINDY LN
JAMES RD

Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20101022001153840 10/22/2010 03:39:37 PM AG 1/7

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A0380 W H HERRON SURVEY, TRACT 8, ACRES 10.5000 AND ABSTRACT A0380 W H HERRON SURVEY, TRACT 14, ACRES 8.8160 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees to use the Property only for those uses permitted under the AG – Agricultural District zoning designation of the City, unless the City gives its prior written consent otherwise.

The Owner covenants and agrees not to file any type of subdivision plat or related development document for the Property with Collin County or the City which would terminate any existing agricultural or open space exemption pursuant to Chapter 23 of the Texas Tax Code, without the prior

UNOFFICIAL

written consent of the City; provided, however, that the consent of City will not be unreasonably withheld relating to a request by Owner for filing of a subdivision plat to accommodate financing of improvements on the Property that are consistent with those allowed under the City's AG – Agricultural Distict zoning or to comply with requirements relating to a sale of less than all of the Property.

The Owner covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. If the Owner violates any of the terms of this Agreement, the City shall give Owner written notice of such violation and a period of thirty (30) days after receipt of such notice within which to cure such violation. If the Owner does not correct the violation, then in addition to the City's other remedies, such act of violation will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation, which may be commenced by City before the end of the Term, but shall not be effective until at or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

UNOFFICIAL

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. In accordance with Section 43.002 of the Texas Local Government Code, the City shall allow the Owner to continue operating the uses that exist on the Property at the time of annexation in and shall not require Owner to modify, or discontinue the use of, any buildings or landscaping that exist at the time of annexation. Any construction, development or change in use of the Property initiated after annexation shall comply with all City ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property.

Section 8. For purposes of this Agreement, notices required shall be delivered by depositing the same in the U.S. Mail, postage prepaid, certified mail, return receipt requested at the following addresses:

If to City:
City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

If to Owner:
Michael B. and Margaret A. Merritt
1214 N. Preston Rd.
Celina, Texas 75009

Section 9. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 12. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 13. Venue for this Agreement shall be in Collin County, Texas.

UNOFFICIAL

Section 14. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 18 day of October, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 18 day of Oct, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
SEPT. 22, 2011

Owner 1
Printed Name: MICHAEL B. MERRITT

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 5 day of October, 2010, by Michael B. Merritt, Owner 1.

Cynthia S. Scott
Notary Public, State of Texas

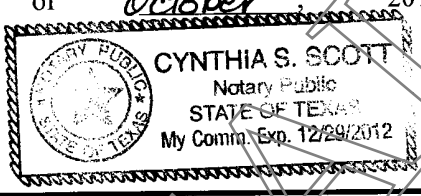
CYNTHIA S. SCOTT
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/29/2012

UNOFFICIAL

Owner 2
Printed Name: MARGARET A. MERRITT

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the 5 day of October, 2010, by Margaret A. Merritt, Owner 2.



Cynthia S Scott
Notary Public, State of Texas

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

_____
Notary Public, State of Texas

Owner 4
Printed Name: _____

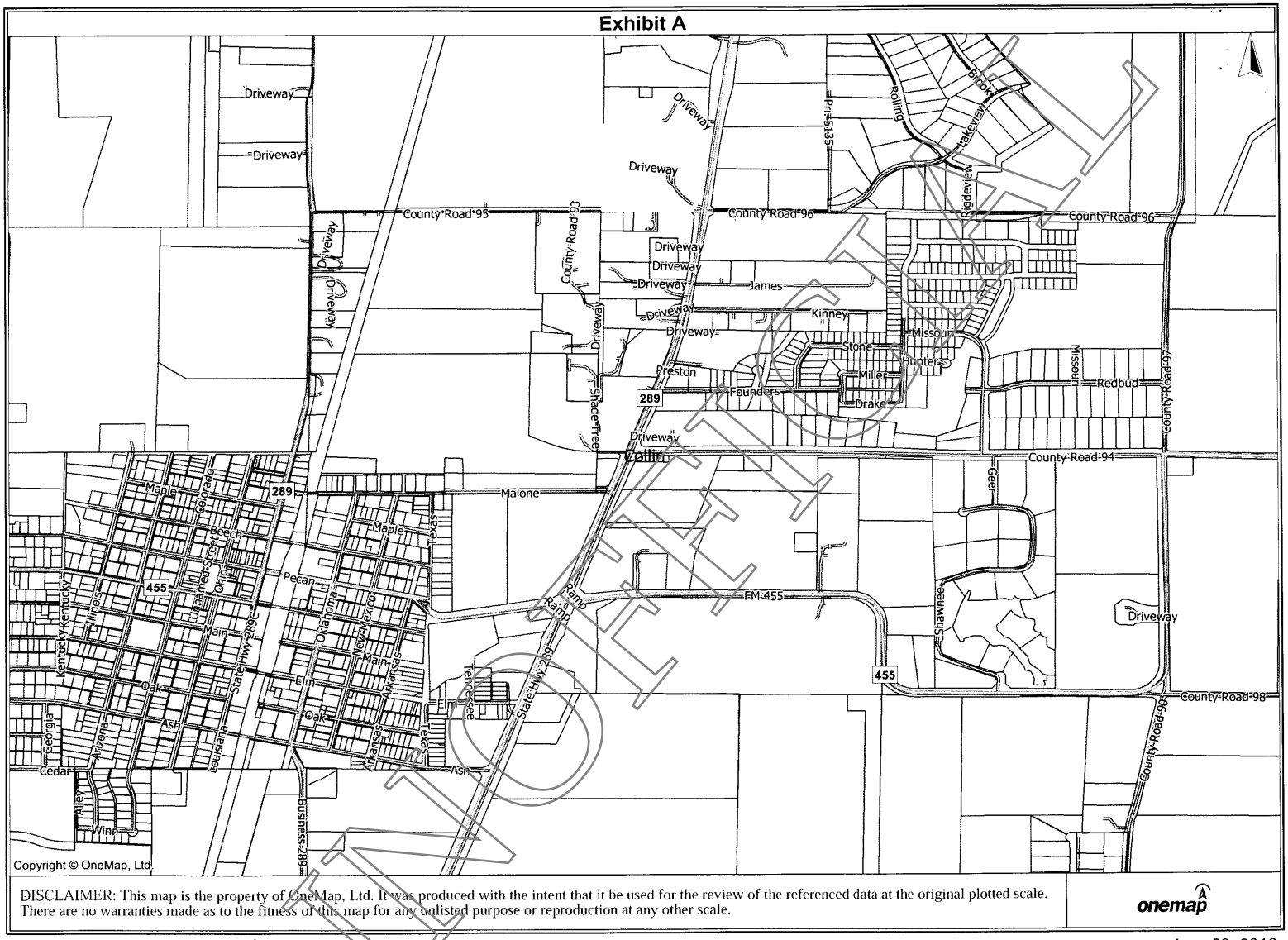
THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

_____
Notary Public, State of Texas

UNOFFICIAL

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 23, 2010

UNOFFICIAL

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/22/2010 03:39:37 PM
$40.00 DLAIRD
20101022001153840





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximately 24.086 acre tract of land legally described as ABS A1030 Jonathan Westover Survey, Sheet 1, Tract 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2122500.(Summer Annexation Contract Expirations) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 24 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 2122500)
4. Agreement CCAD 2122500

Financial Consideration:
N/A

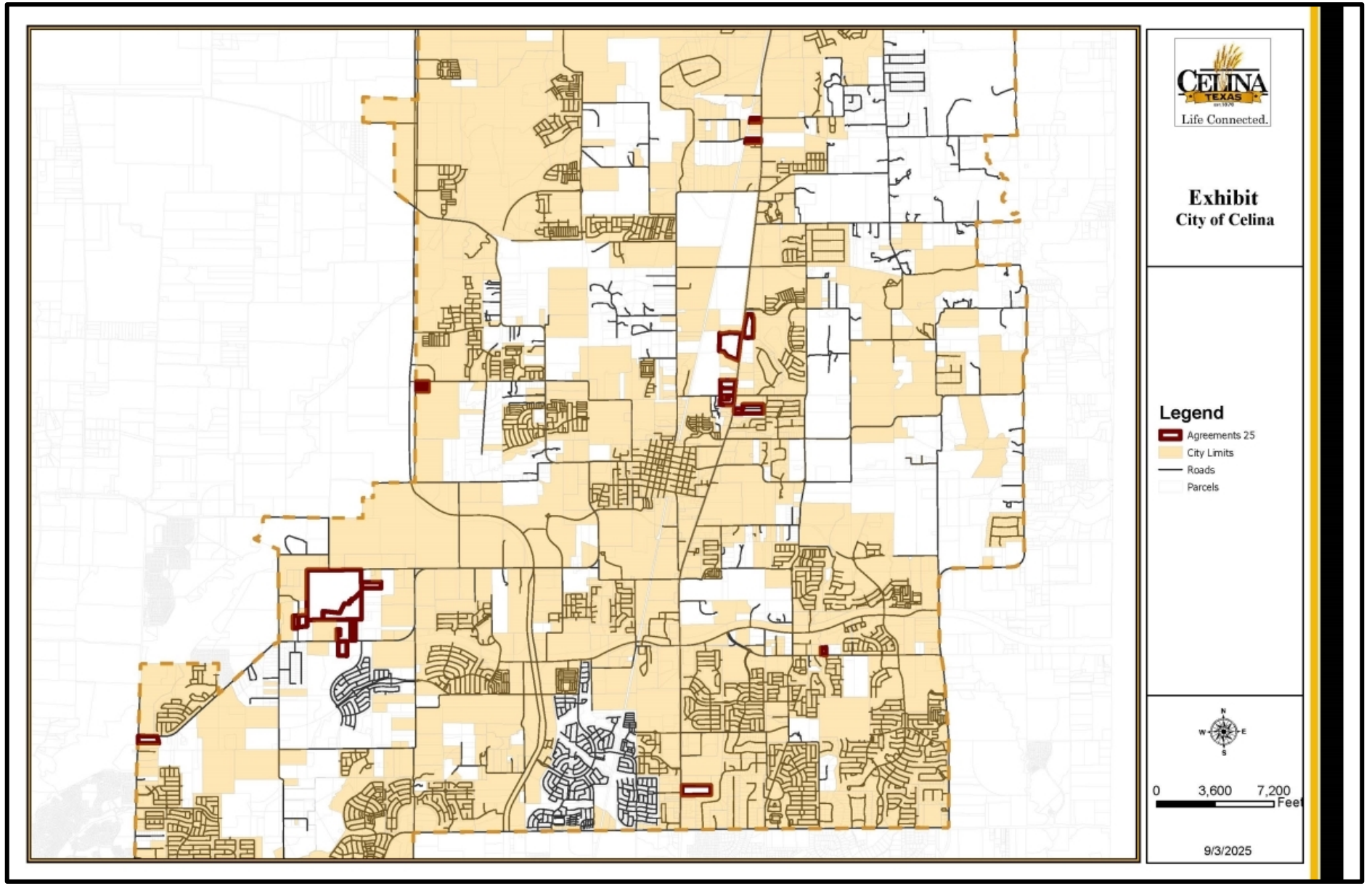
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

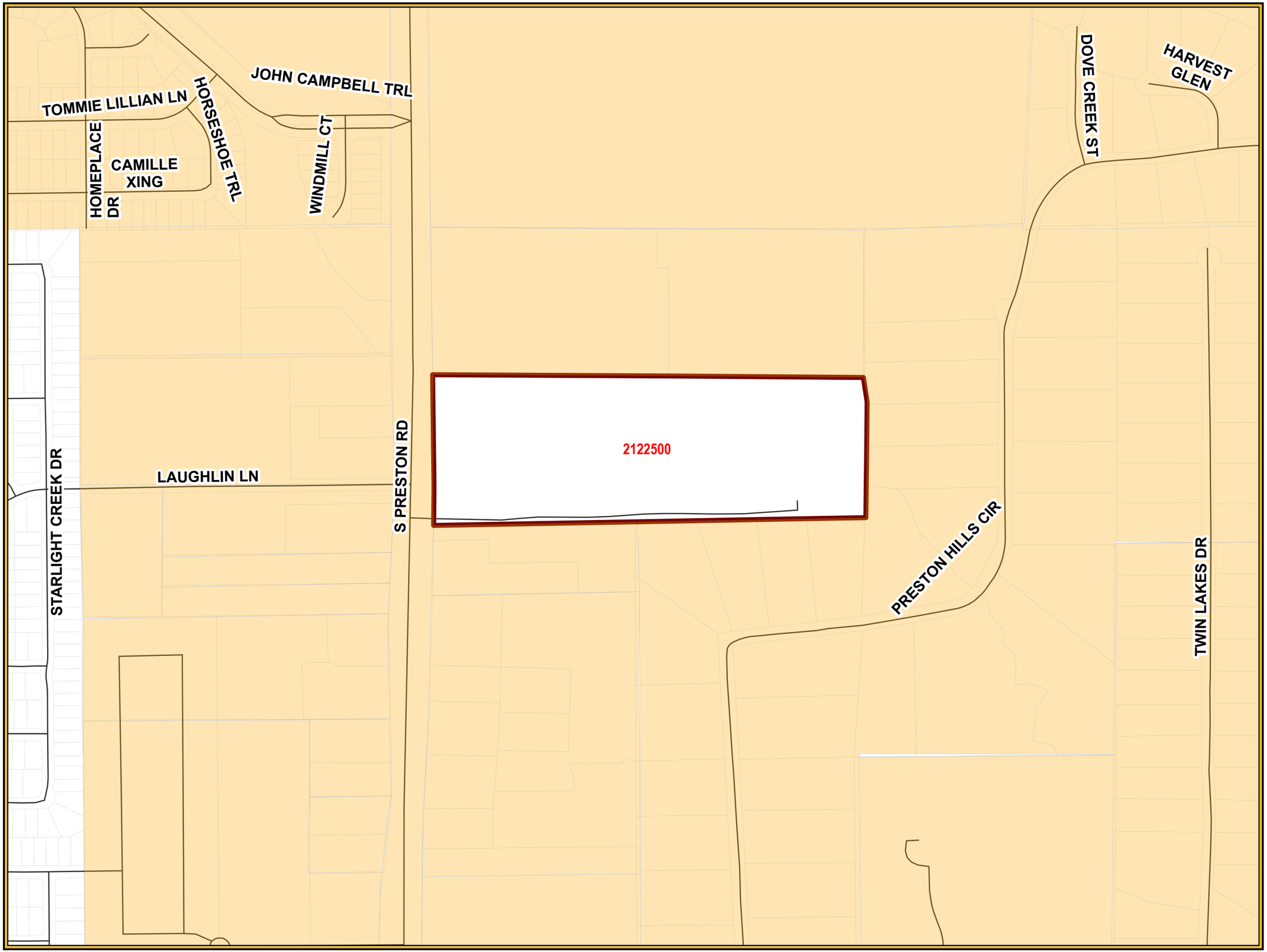
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 270 540 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 24.086 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20101015001120850, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement is set to expire on October 5, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 24.086 acre tract of land legally described as ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 1, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2122500.

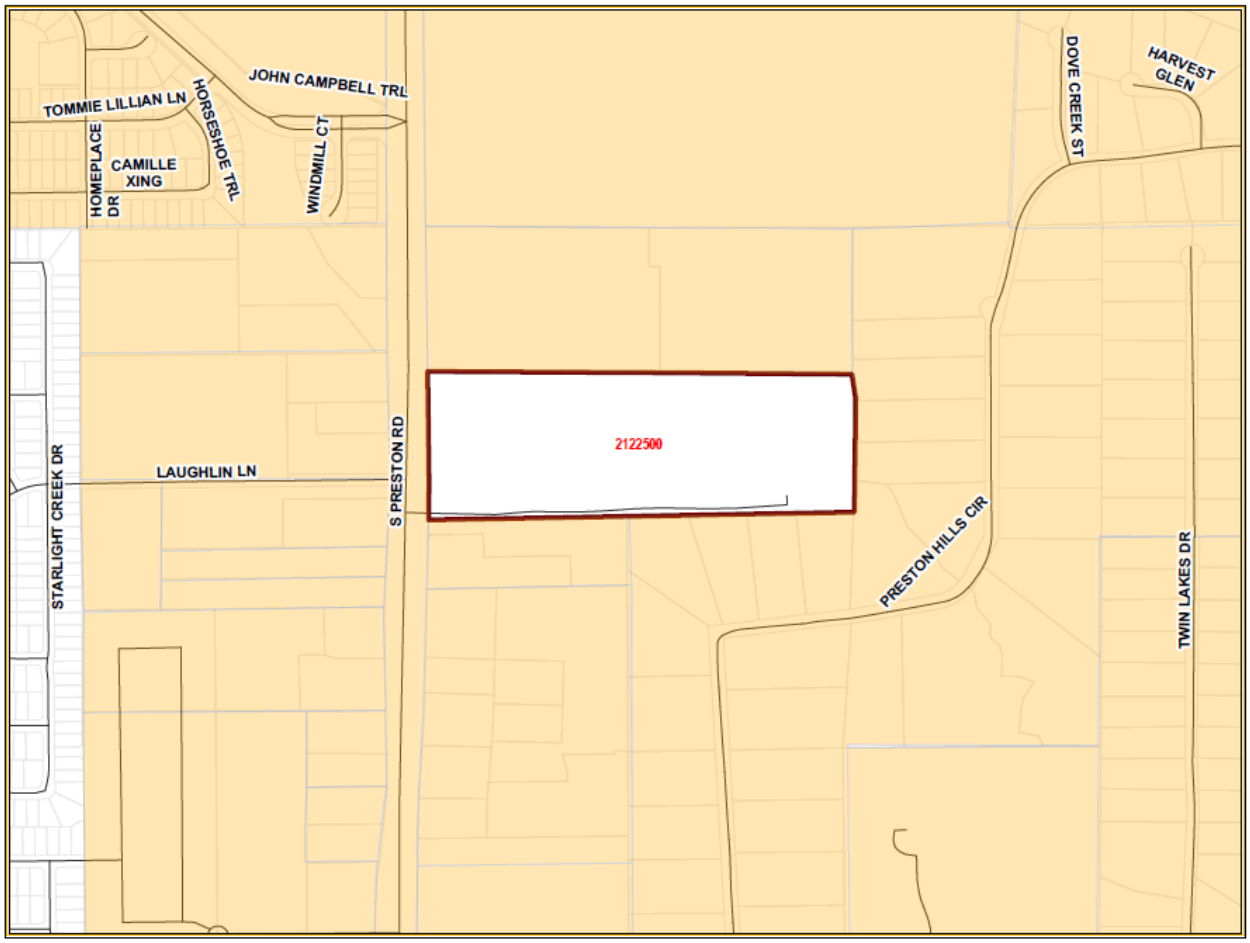


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20101015001120850 10/15/2010 01:18:29 PM AG 1/7

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as A01030A JONATHAN WESTOVER SURVEY, BLOCK 1, TRACT 9, ACRES 24.0860 and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

UNOFFICIAL

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City. However, the Owner may file a subdivision plat for the purpose of complying with requirements relating to a sale of less than all of the Property. All subsequent sub-divisions of the original tract, whether under new ownership or current ownership shall remain bound by the terms of this agreement.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG-Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG-Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest of the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that is any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that

UNOFFICIAL

do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner and all of the Owner's heirs, successors and assigns shall be deemed to have file a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG-Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. The Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

UNOFFICIAL

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 19th day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 5 day of October, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKY J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Owner 1
Printed Name: Jennifer S. Matie

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 19 day of July, 2010, by Jennifer S. Matie, Owner 1.

Pamela A. Evans
Notary Public, State of Texas

PAMELA A. EVANS
Notary Public, State of Texas
My Commission Expires
March 30, 2011

UNOFFICIAL

Mark A. Matice

Owner 2
Printed Name: Mark A. Matice

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 19 day of July, 2010, by Mark A Matice, Owner 2.

Pamela A Evans
Notary Public, State of Texas

PAMELA A. EVANS
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

Notary Public, State of Texas

Owner 4
Printed Name: _____

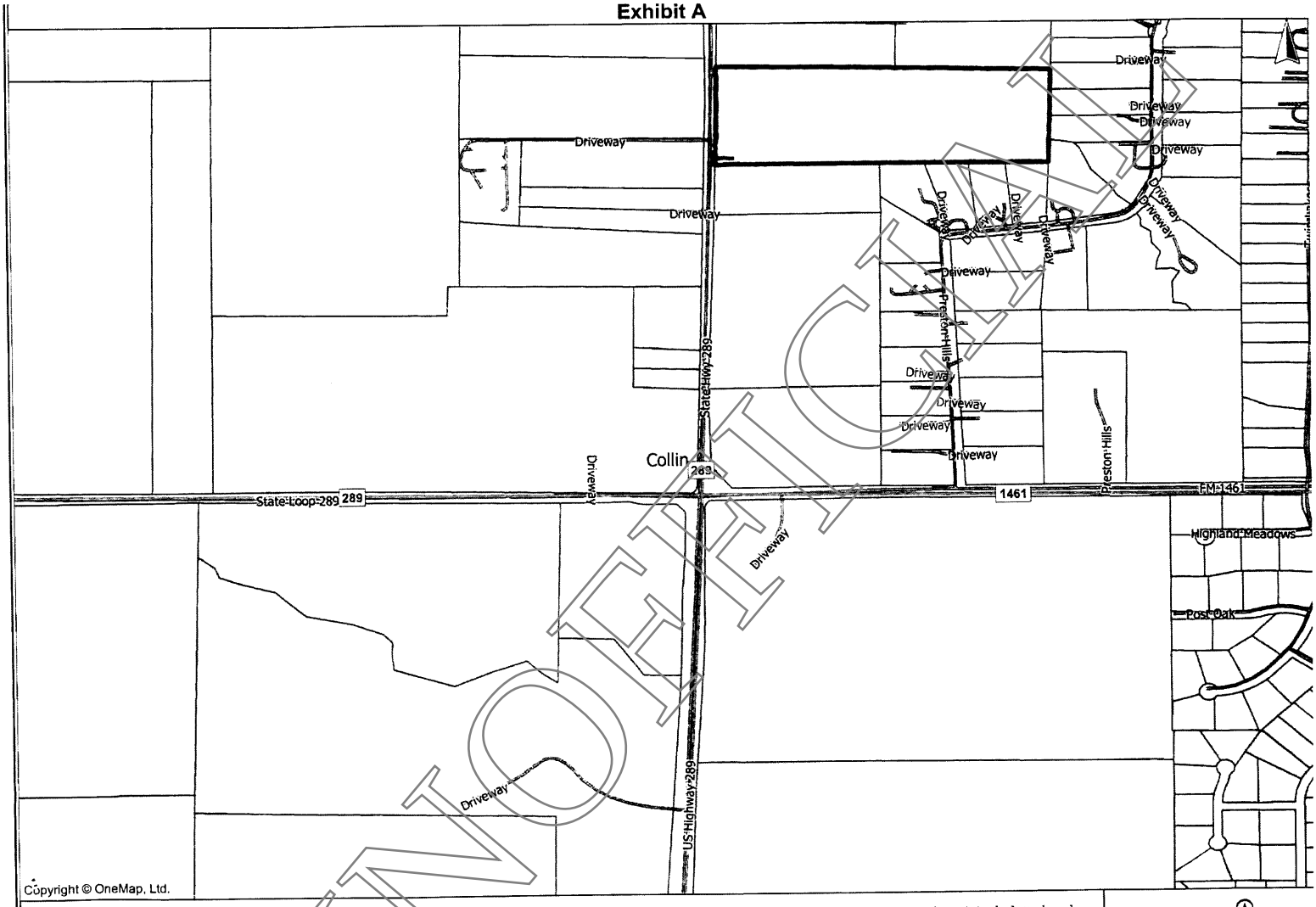
THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

Notary Public, State of Texas

UNOFFICIAL

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 22, 201

UNOFFICIAL

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/15/2010 01:18:29 PM
$40.00 CLUNA
20101015001120850





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
Date: September 9, 2025

Agenda Item:

The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following properties and consider and act upon Ordinances annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 3.117 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 76, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507331; an approximate 2.715 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 77, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507332; an approximate 2.15 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 78, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507333; and an approximate 3.011 acre tract of land legally described as ABS A0168 Collin County School Land #16 Survey, Sheet 1, Tract 79, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507334. (Summer Annexation Contract Expirations) (Mohan)

Background Information:

This request is for the voluntary annexation of approximately 11 acres across multiple properties, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject properties until the voluntary conclusion of the terms. With those agreements expiring, the properties are now eligible for annexation. If approved, the

properties will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 2507331, 2507332, 2507333 & 2507334)
4. Agreement CCAD 2507331, 2507332, 2507333 & 2507334

Financial Consideration:
N/A

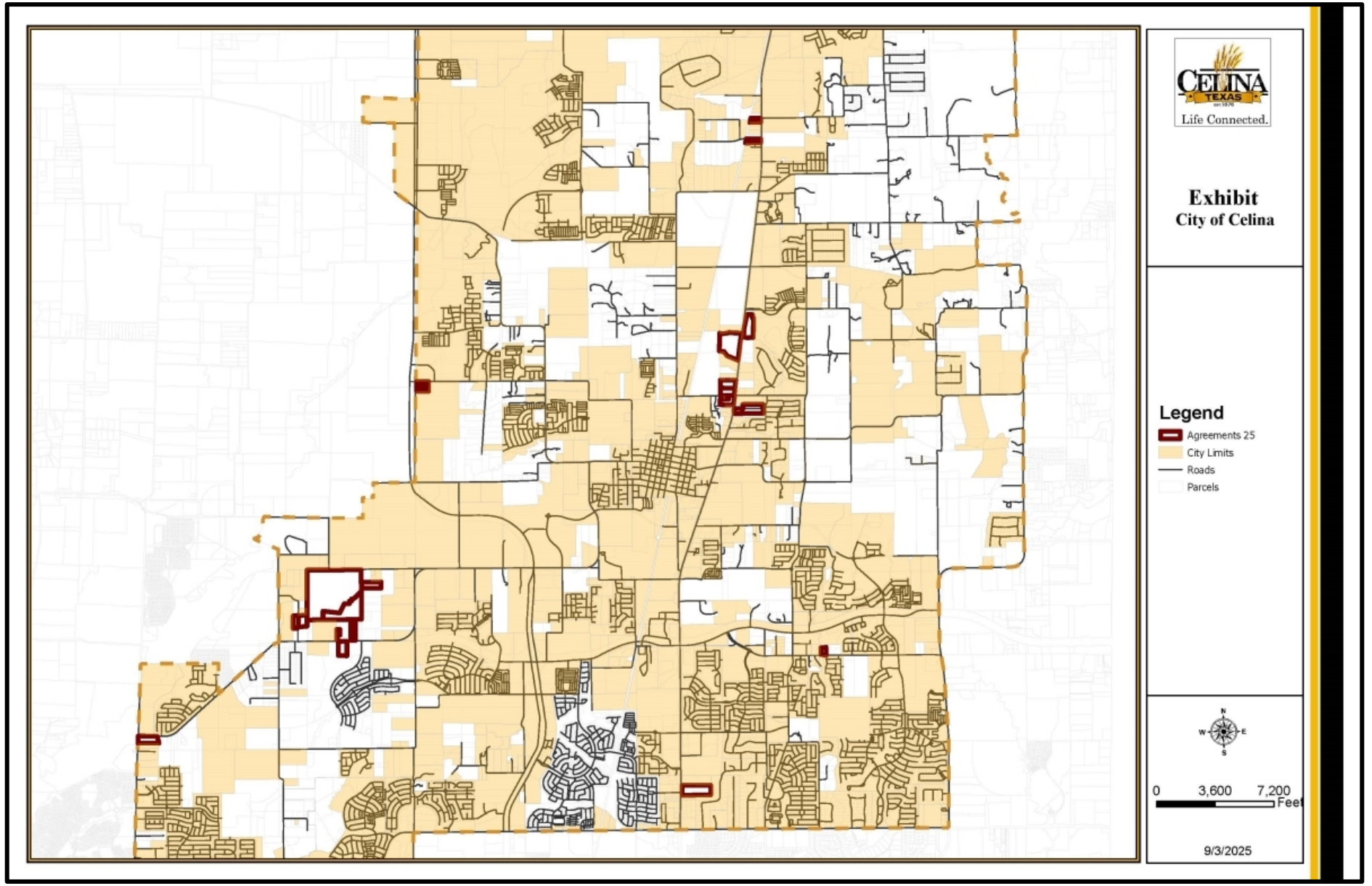
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

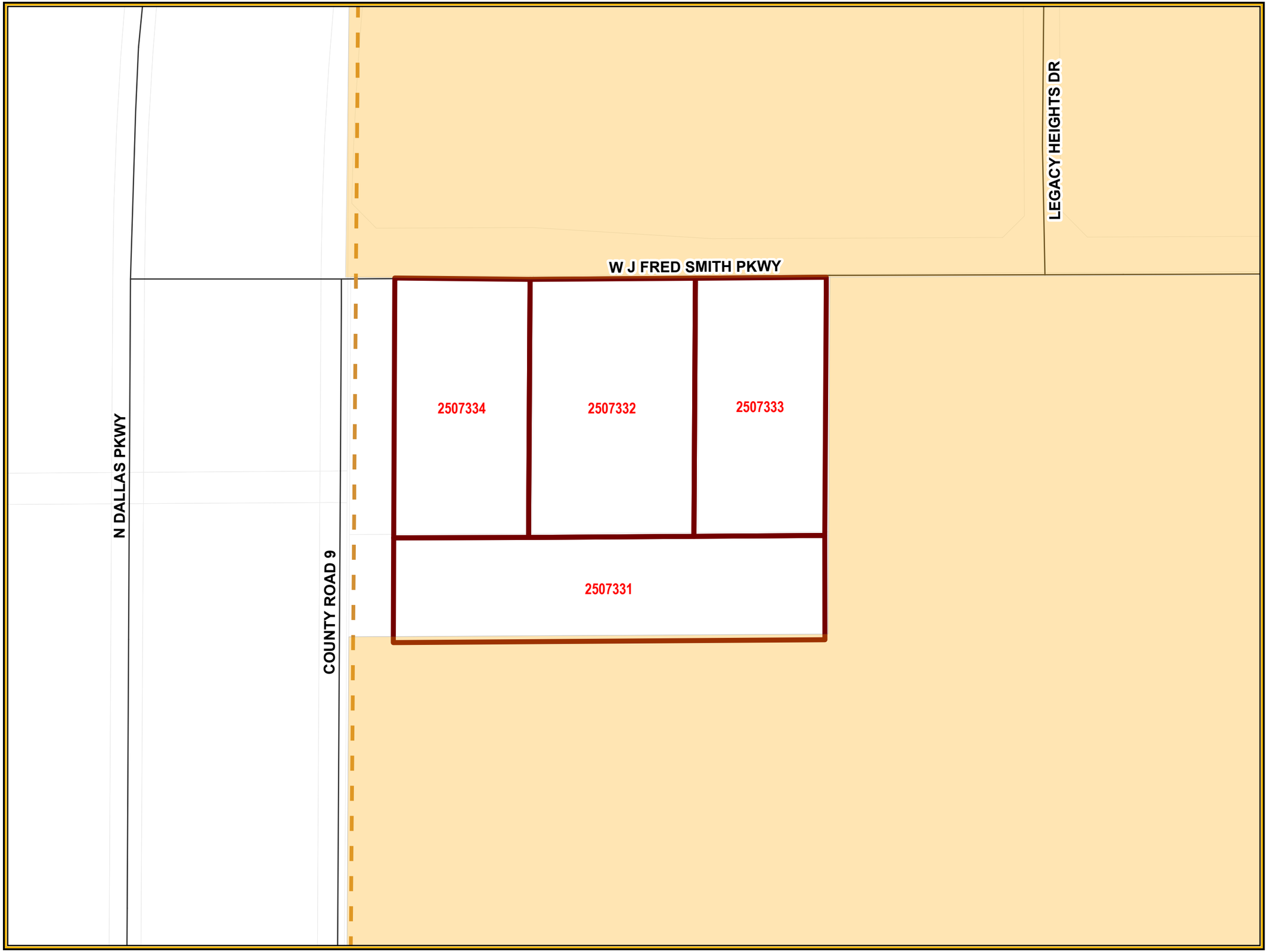
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 110 220
Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 10.993 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100916000989040, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement is set to expire on September 16, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 3.117 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 76, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507331; an approximately 2.715 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 77, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507332; an approximately 2.15 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 78, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507333; and an approximately 3.011 acre tract of land legally described as ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 1, TRACT 79, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2507334.

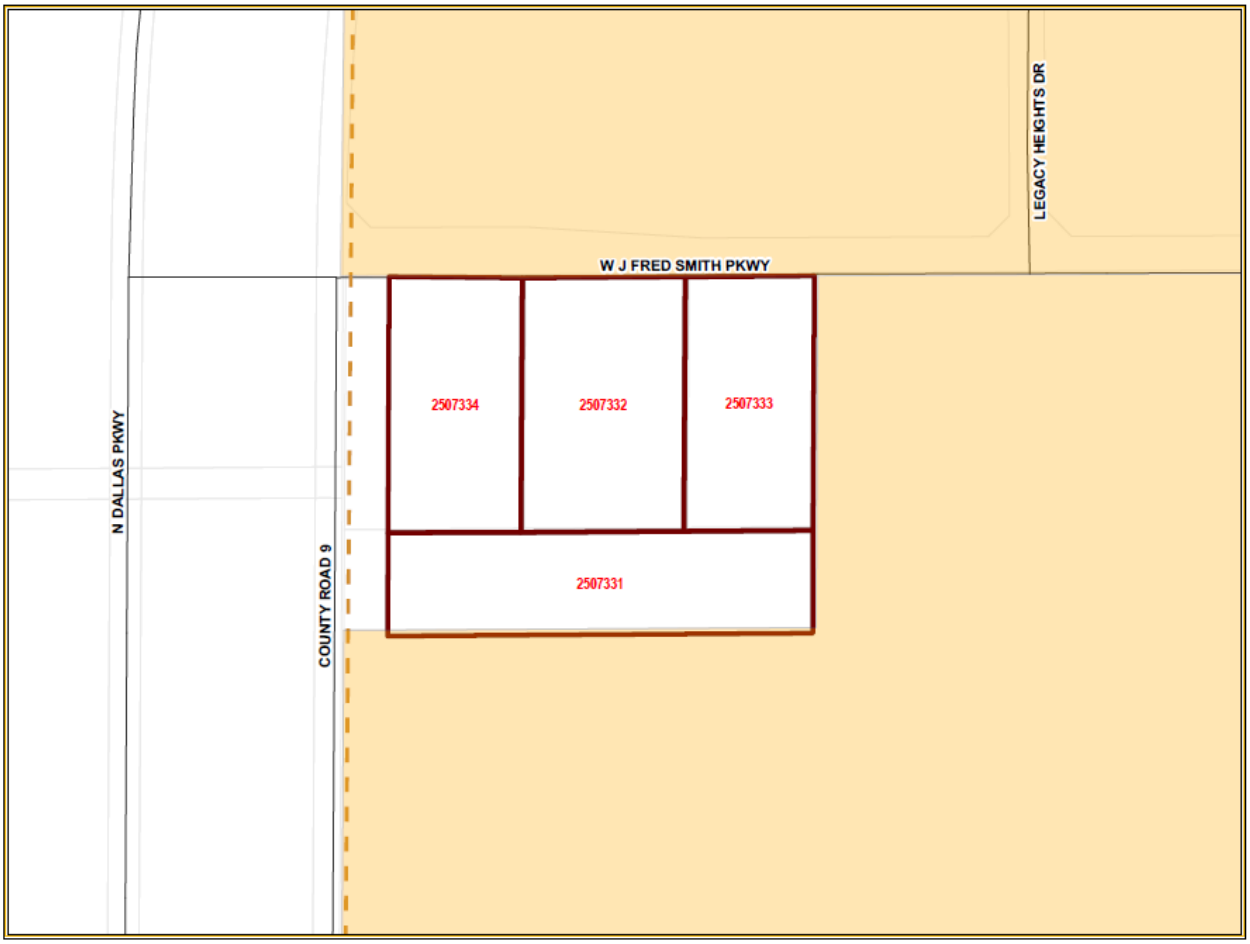


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

COPY

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A0168 COLLIN COUNTY SCHOOL LAND #16, BLOCK 1, TRACT 79, ACRES 3.0110; ABSTRACT A0168 COLLIN COUNTY SCHOOL LAND #16, BLOCK 1, TRACT 77, ACRES 2.7150; ABSTRACT A0168 COLLIN COUNTY SCHOOL LAND #16, BLOCK 1, TRACT 78, ACRES 2.1500, ABSTRACT A0168 COLLIN COUNTY SCHOOL LAND #16, BLOCK 1, TRACT 776, ACRES 3.1170; and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 16 day of September, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }

COUNTY OF Collin }

This instrument was acknowledged before me on the 16 day of September, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
SEPT. 22, 2011

GANAPATHY LTD

Owner 1
Printed Name: P.T. Swamy for GANAPATHY LTD

THE STATE OF TEXAS }
COUNTY OF Grayson **}**

This instrument was acknowledged before me on the 26 day of August, 2010, by P.T. Swamy, Owner 1.

Beckie Workman
Notary Public, State of Texas

BECKIE S. WORKMAN
MY COMMISSION EXPIRES
November 18, 2010

Owner 2
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 2.

_____
Notary Public, State of Texas

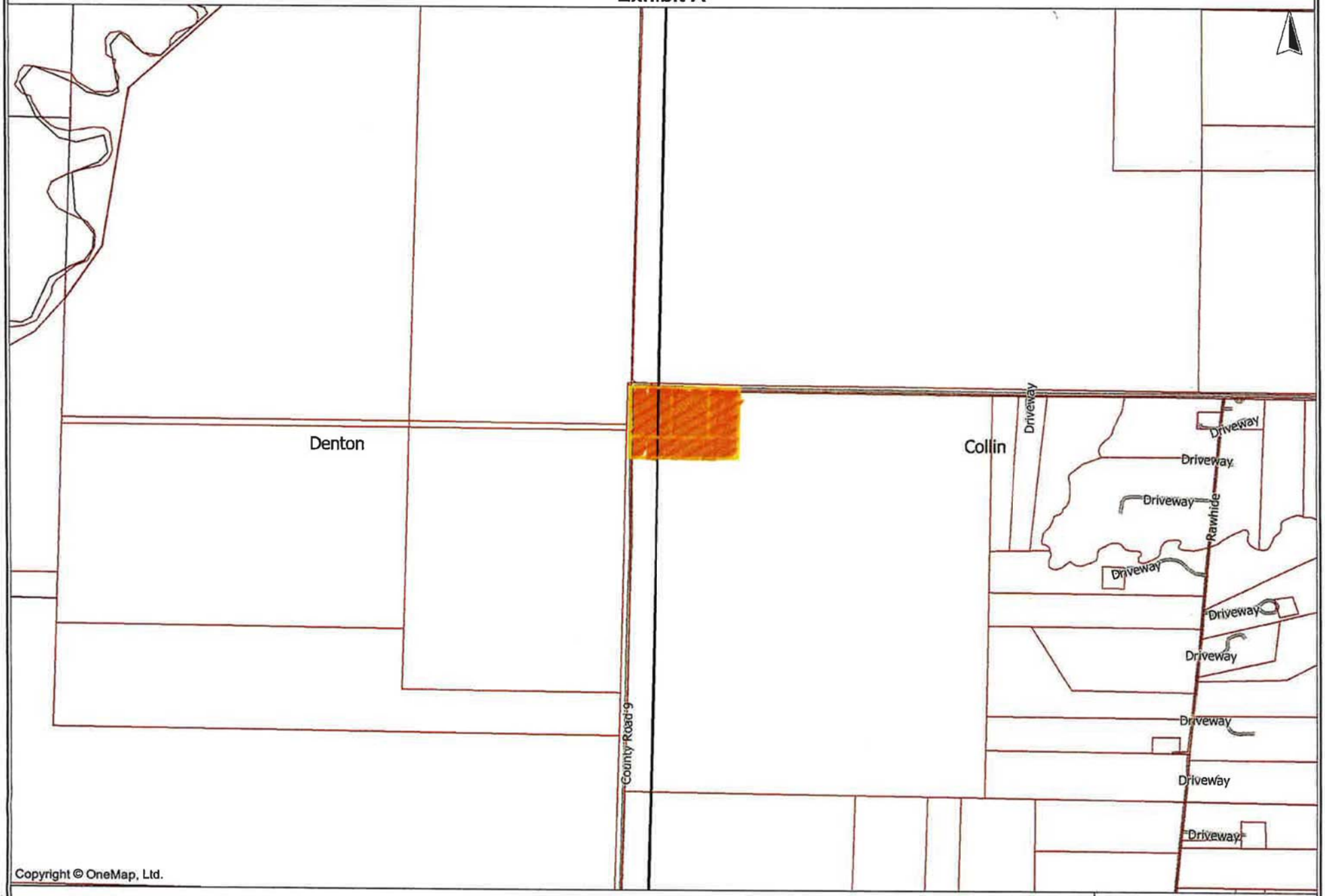
Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

_____
Notary Public, State of Texas

Exhibit A



Copyright © OneMap, Ltd.

DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

August 12, 2010

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/16/2010 03:36:54 PM
$40.00 BNOPP
20100916000989040





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexation of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 3.23 acre tract of land legally described as ABS A0779 Levin Routh Survey, Tract 12, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2647903. (Summer Annexation Contract Expiration) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 3 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject property until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Annexation Ordinance (CCAD 2647903)
4. Agreement CCAD 2647903

Financial Consideration:
N/A

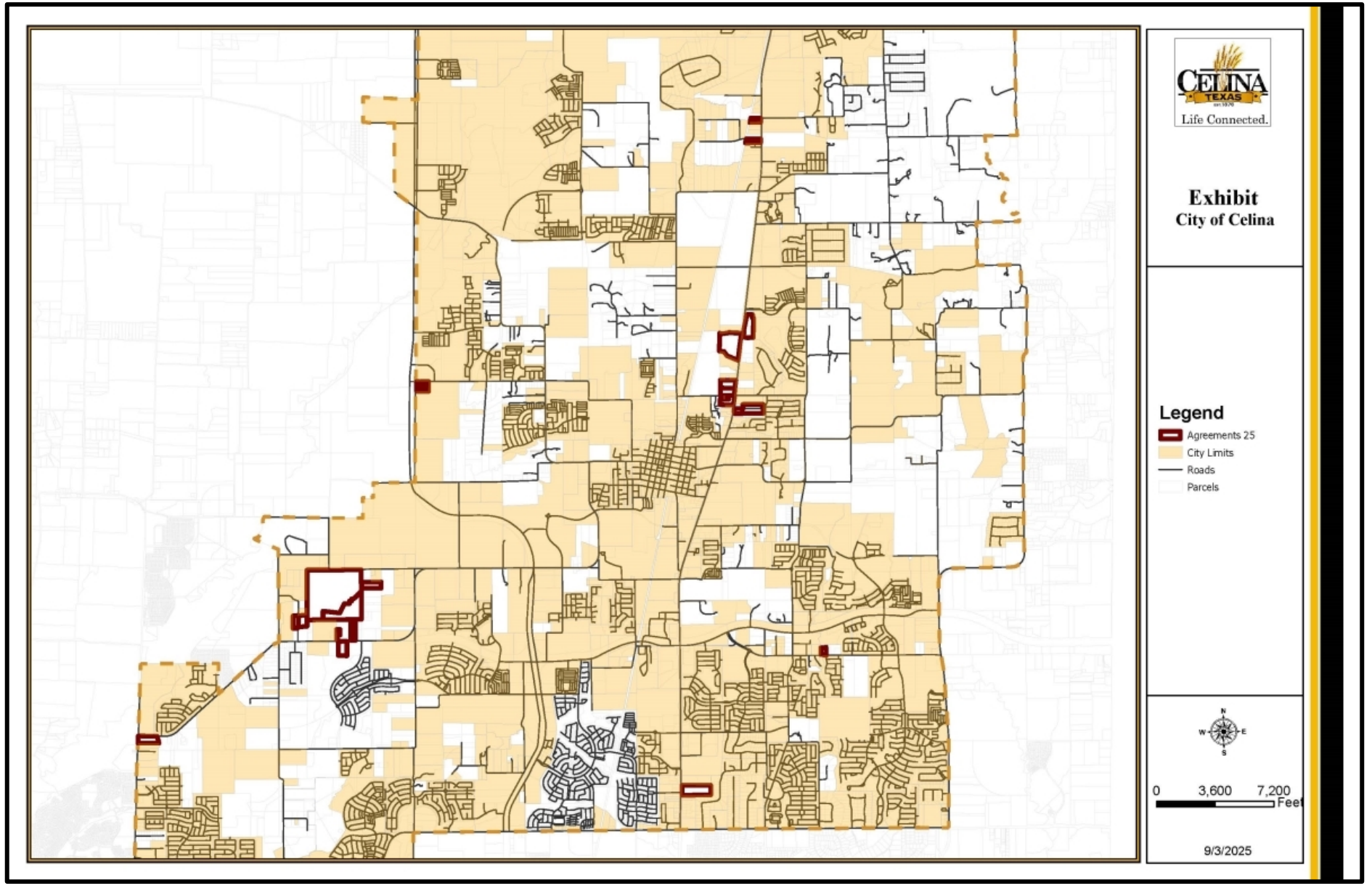
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

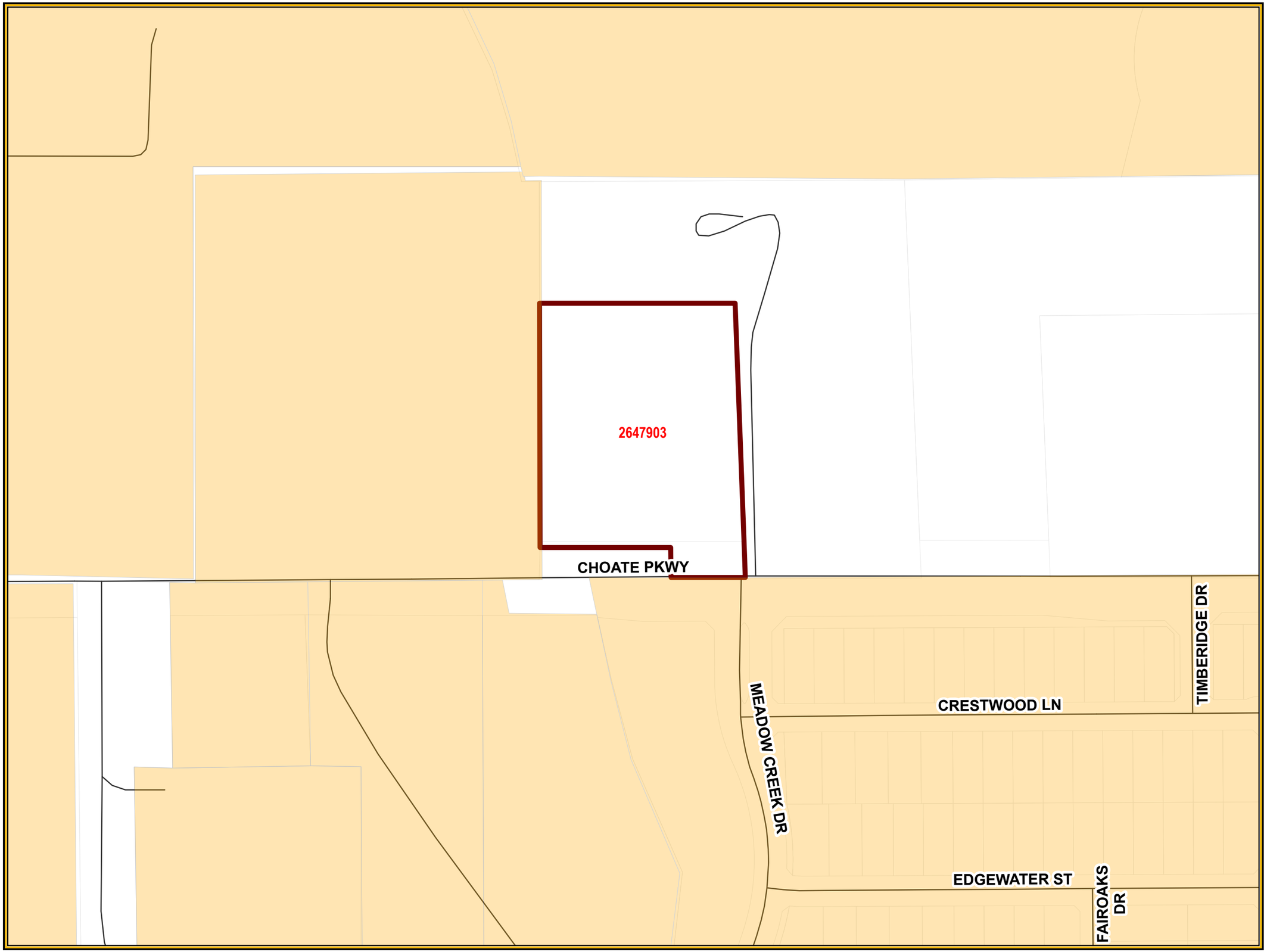
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 110 220 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 3.23 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20210318000542240, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement is set to expire on November 4, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 3.23 acre tract of land legally described as ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2647903.

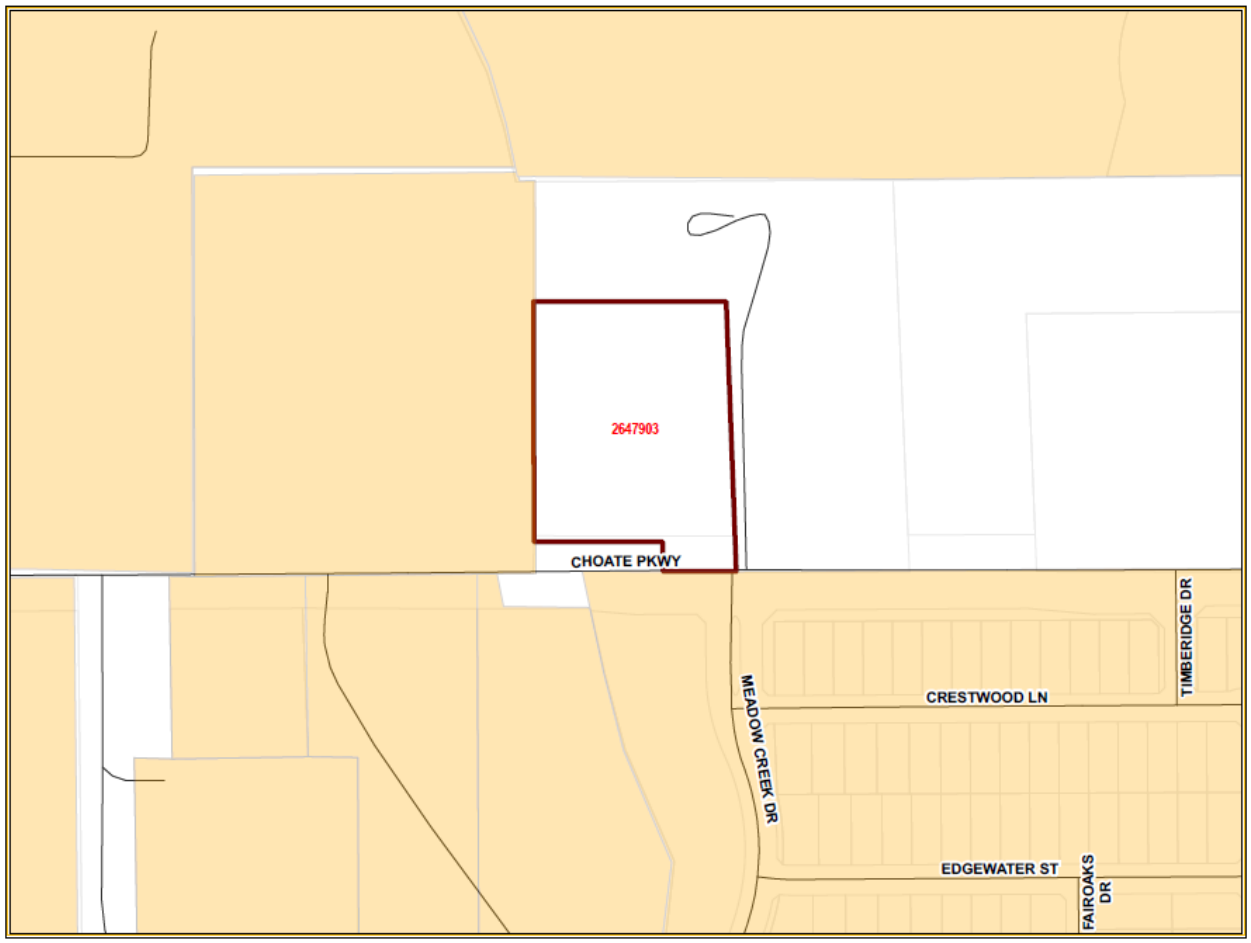


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CHAPTER 212 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AND SERVICES AGREEMENT

This Agreement ("Agreement") is entered into pursuant to 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property in Collin County, Texas, legally described as Abstract No. A0779 in the Levin Routh Survey, Tract 12, containing 3.23 acres, more or less, Collin County, Texas and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction for a period of time, to avoid potential election for annexation and to voluntarily annex the Property in the future, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the parties intend for this to be, pursuant to Section 43.0672 of the Texas Local Government Code, an agreement for municipal services with the specific services described in Exhibit "B" attached hereto; and

WHEREAS, the Owner requests and the parties desire the Property to be annexed at a future date under the conditions and using the Chapter 212 procedures specified herein; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of the county in which the Property is located.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes, for the Term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property. However, if the

Property is annexed pursuant to the terms of this Agreement, then the parties agree that the City must provide services to the Property pursuant to Exhibit "B".

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council, except for existing legal, non-conforming land uses already in existence.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat, permit for development or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the City limits, until the Property has been annexed into, and zoned by, the City; provided, however, the Owner may make maintenance related improvements to the Property. The Owner may maintain the office building (previously a single family residence), an area totaling approximately 2,223 square feet, the metal building, being approximately 900 square feet, the barn, an area being approximately 720 square feet, and the second metal building, being approximately 3,200 square feet on the 3.23 acres designated by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, holdharmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement,** arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any Development Document is filed, or if the Owner commences construction on or development of the Property not specifically allowed by Section 2, above, then in addition to the City's other remedies, such act will constitute Owner's consent and will constitute request to proceed with the annexation of the Property, even if the Term has not expired. The Owner agrees and stipulates that such annexation shall be voluntary, and the Owner hereby consents to such annexation. Pursuant to 212.172(b)(7) of the Local Government Code, the Owner and City agree that the procedures in Section 5, below, may be used by the City for the annexation in lieu of Local Government Code Chapter 43 procedures.

Owner further agrees that this Agreement fulfills requirements of Local Government Code Section 43.0672 and the municipal services shall be provided upon annexation as setforth

in Exhibit "B" attached hereto. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority applicable in its City limits to future improvements on the Property in the same manner the regulations are enforced within the City's boundaries. City regulations that apply in its extraterritorial jurisdiction will continue to apply to the Property.

Section 5. The term of this Agreement (the "Term") is five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have executed and filed this Agreement as a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term or when otherwise permitted hereunder. The City may, but is not required to, commence the voluntary annexation of the Property prior to the end of the Term.

Pursuant to 212.172(b)(7) of the Local Government Code, the Owner and City agree that the following procedures may be used by the City for any annexation in lieu of Local Government Code Chapter 43 procedures:

(a) Before adopting an ordinance annexing the Property, the governing body of the City must conduct one public hearing;

(b) During the public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard;

(c) After the public hearing, the governing body may adopt an ordinance annexing the Property; and

(d) The City must post notice of the hearing on the City's Internet website and publish notice of the hearing in the official newspaper of the City. The notice for the hearing must be:

(1) mailed to the owner of the Property as indicated on the most recent certified tax roll;

(2) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(3) posted on the City's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

In connection with annexation pursuant to this section, the Owner hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any Development Document or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. The property owner may, prior to annexation, request the City to consider a different zoning district or customized zoning for the subject property.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of the county in which this Property is located, and this Agreement, including all exhibits, shall constitute a covenant that runs with the Property that may only be released with the City's written consent.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 11 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto,

superseding all oral or written, previous and contemporary agreements between the parties

and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Signature Page(s) Follow

Entered into this 4 day of November, 2020.

CITY OF CELINA

By:_____
Name: Jason Laumer
Title: City Manager
Date: 11/4/20

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on November 4th 2020, by Jason Laumer, City Manager of the City of Celina, Texas on behalf of said City.

Vicki J. Tarrant
Notary Public in and for the State of TEXAS

VICKI J TARRANT
Notary ID #10304985
My Commission Expires
September 22, 2023

OWNER: LIVING STONE INVESTMENTS, LLC

By:_____
Name: Rhett Stone
Title: Registered Agent
Date: 11-4-20

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on November 4th, 2020, by Rhett Stone, registered agent of Living Stone Investments, LLC, owner of said Property.

Notary Public in and for the State of TEXAS

MADHUMATHI VYSYARAJU
Notary ID #132102071
My Commission Expires
July 25, 2023

EXHIBIT "A"
Property Description and Depiction

Being all that certain lot, tract or parcel of land located in the LEVIN ROUTH SURVEY Abstract No. 779, Collin County, Texas, being part of a tract of land described in deed to Brent E. Entrop and Tamara Entrop, recorded in Volume 4932, Page 716, Deed Records, Collin County, Texas (D.R.C.C.T.), and being a tract of land described in deed to Tropix Pools Real Estate LLC, recorded under Instrument File No. 20150205000129420 (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the north line of Choate Parkway, at the southerly southwest corner of a tract of land described in deed to Suwanna Chaiprasert and Manus Chaiprasert, recorded under Instrument File No.20080606000688720 (D.R.C.C.T.), said point being the southerly southeast corner of said Tropix Pool Tract;

THENCE South 89 deg. 40 min. 51 sec. West, with said north line a distance of 124.32 feet to a 5/8 inch iron rod found at the southerly southwest corner of said Tropix Pools tract;

THENCE North 00 deg. 19 min. 09 sec. West, a distance of 50.00 feet to a 5/8 inch iron rod found at an ell corner of said Tropix Pools tract;

THENCE South 89 deg. 40 min. 51 sec. West, a distance of 215.26 feet to a 5/8 inch iron rod found in the east line of a tract of land described in deed to Rachael A. Hill, recorded under Instrument File No. 20180430000517000(D.R.C.C.T.), said point being the northerly southwest corner of said Tropix Pools tract;

THENCE North 00 deg. 13 min. 03 sec. West, along said east line of Hill tract, a distance of 406.76 feet to a 5/8 inch iron rod found at the northerly southwest corner of said Chaiprasert tract;

THENCE North 89 deg. 40 min. 51 sec. East, a distance of 321.90 feet to a 1/2 inch iron rod found at an ell corner of said Chaiprasert tract, said point being the northeast corner of said Tropix Pools tract;

THENCE South 02 deg. 26 min. 44 sec. East, a distance of 457.07 feet to the PLACE OF BEGINNING and containing 140,325 sq. ft. or 3.22 acres of land.

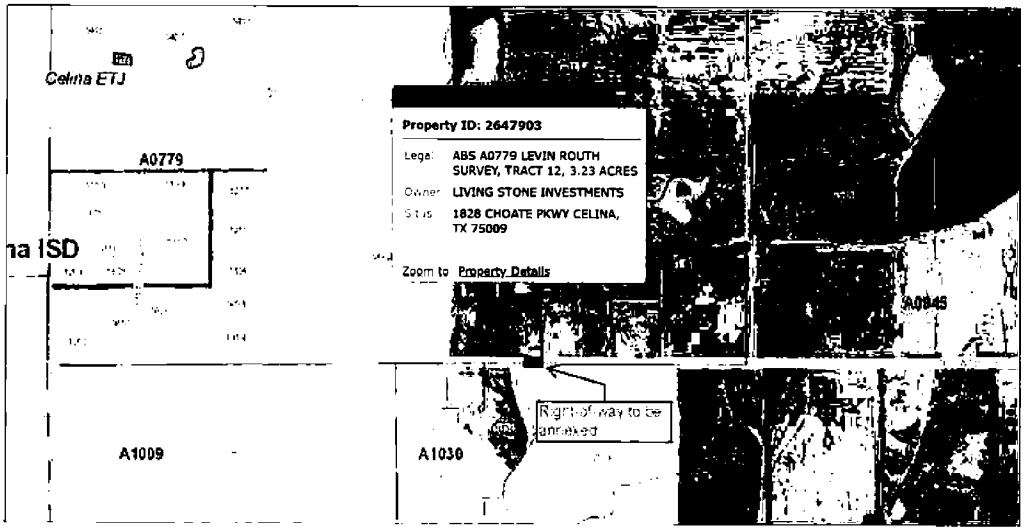


EXHIBIT "B"
Agreement for Municipal Services (Service Plan)

A) MUNICIPAL SERVICES GENERALLY

1) This agreement for municipal services has been prepared in accordance with the Texas Local Government Code ("LGC"), Section Sec. 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with this agreement. 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.

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 servicesconsistent 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.

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 roadway/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. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.

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 roads/streets to City standards commences within the annexed area, 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/street 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 be continued 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.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/18/2021 02:02:32 PM
$74.00 TBARNETT
20210318000542240

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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 39.437 acre tract of land legally described as ABS A0380 W H Herron Survey, Tract 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2688521. (Summer Annexation Contract Expiration) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 39 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject property until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Staff Presentation

2. Location Map
3. Annexation Ordinance (CCAD 2688521)
4. Agreement CCAD 2688521

Financial Consideration:
N/A

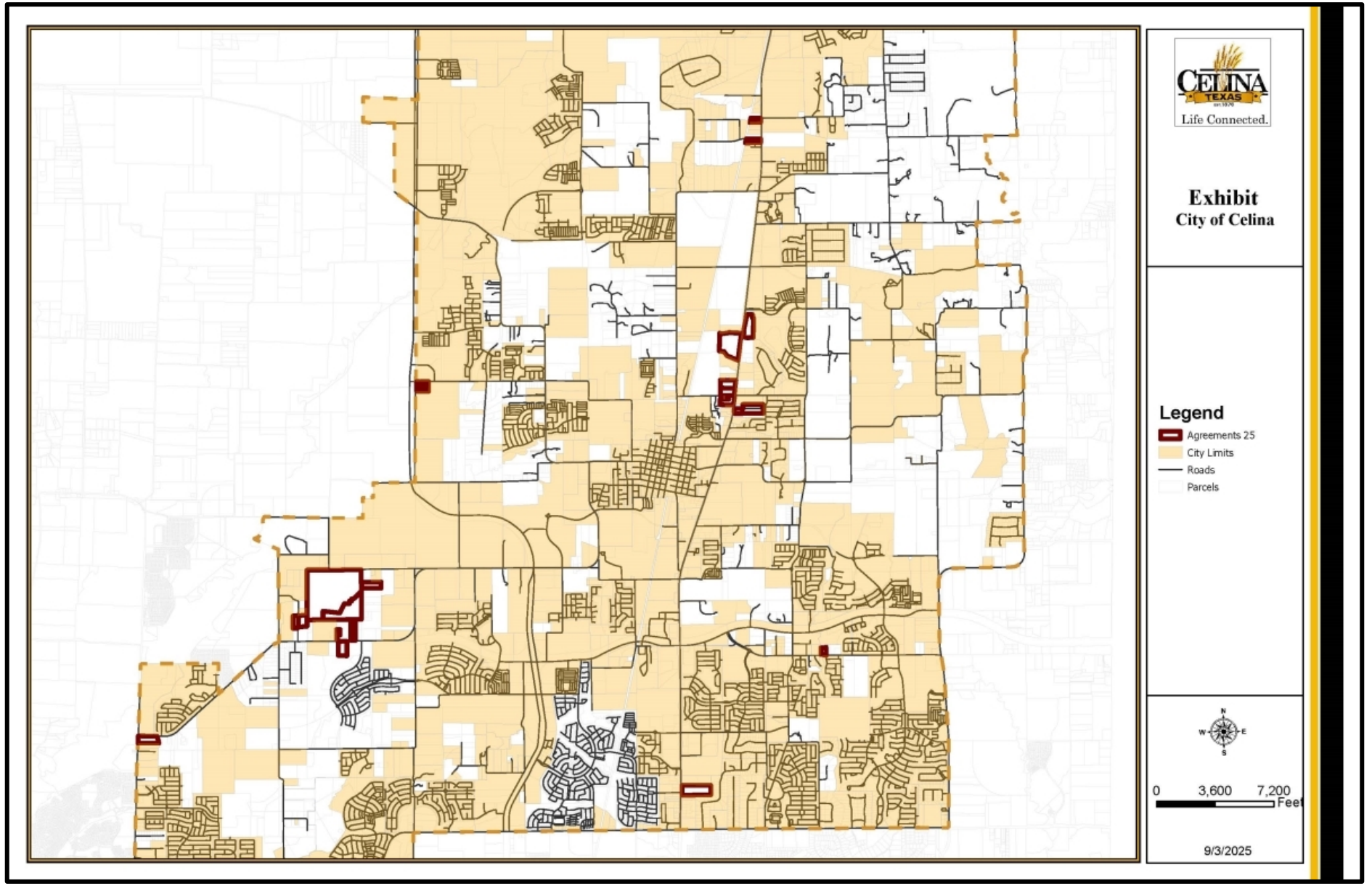
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

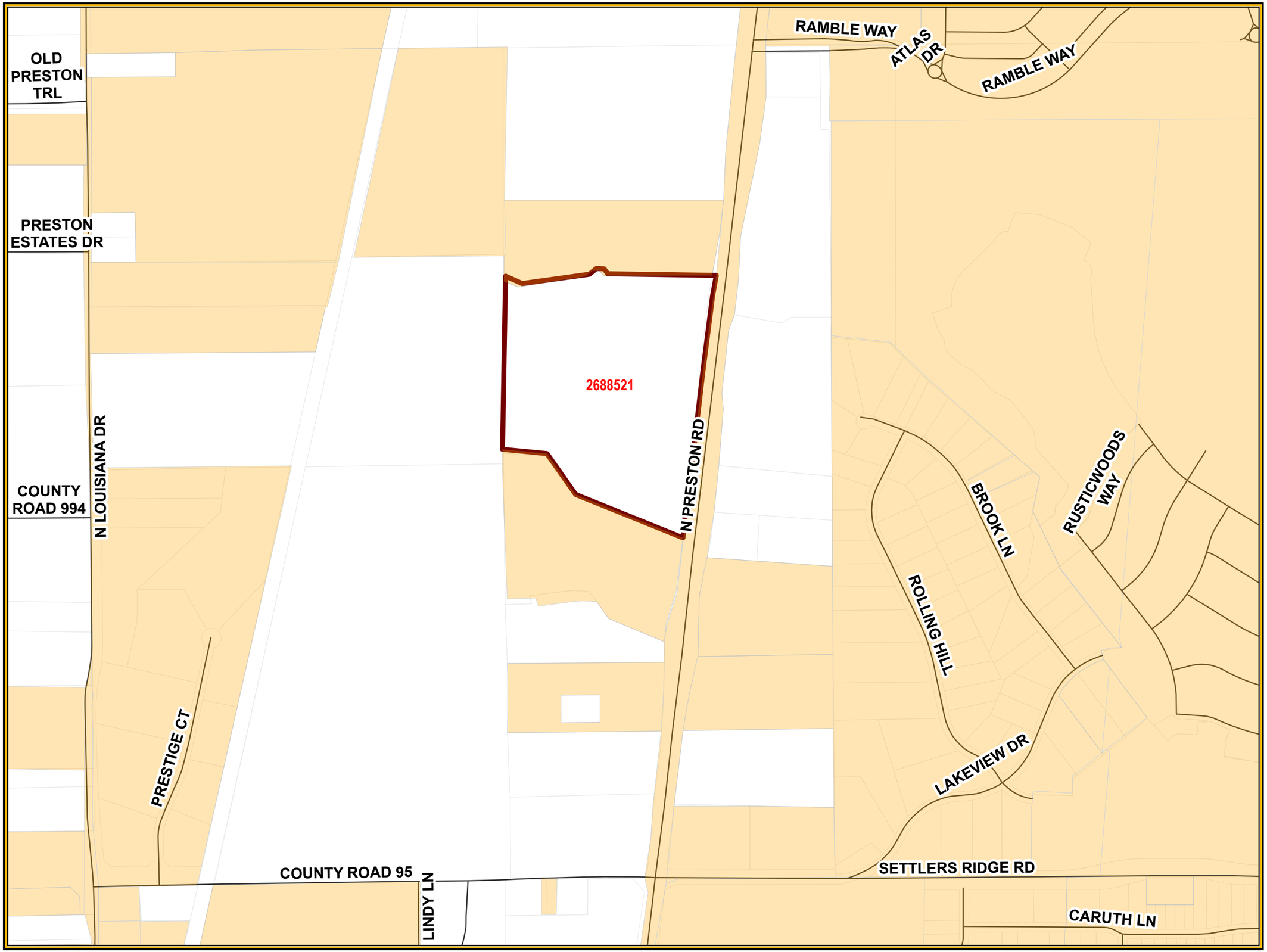
- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 425 850 Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 39.437 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100812000840320, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on July 22, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 39.437 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 9, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2688521.

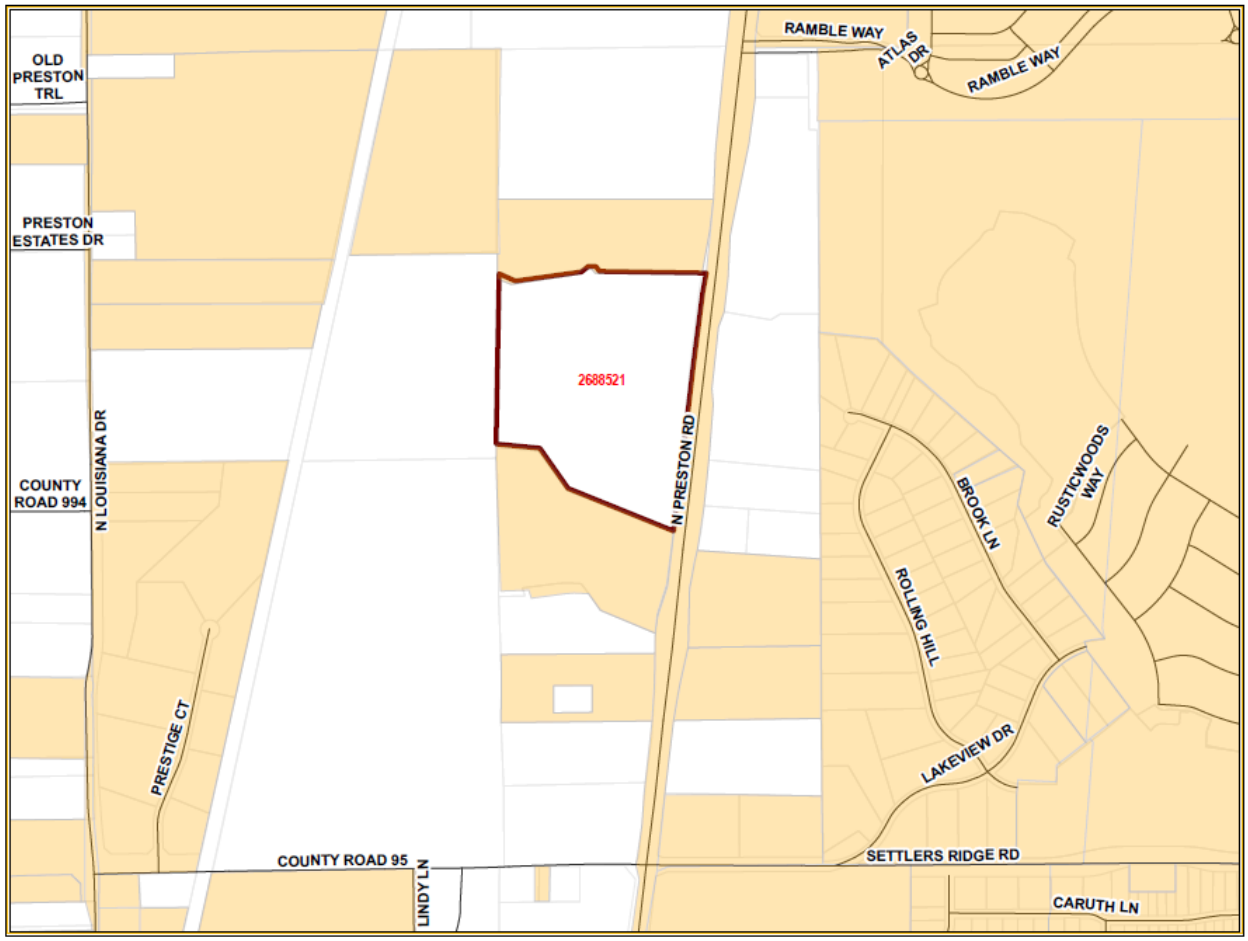


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20100812000840320 08/12/2010 03:30:48 PM AG 1/7

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A0380 W H HERRON SURVEY, TRACT 9, ACRES 35.6380, ABSTRACT A0380 W H HERRON SURVEY, TRACT 22, ACRES 3.7990, and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of

the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 23 day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 22 day of July, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

THE CITY OF CELINA TEXAS

Owner 1
Printed Name: CLINTON E. OWENS

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 22 day of July, 2010, by Clinton Owens, Owner 1.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Mary Ann Owens
Owner 2
Printed Name: MARY ANN OWENS

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 22 day of July, 2010, by Mary Ann Owens, Owner 2.

Vicki J. Faulkner
Notary Public, State of Texas



_____
Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

_____
Notary Public, State of Texas

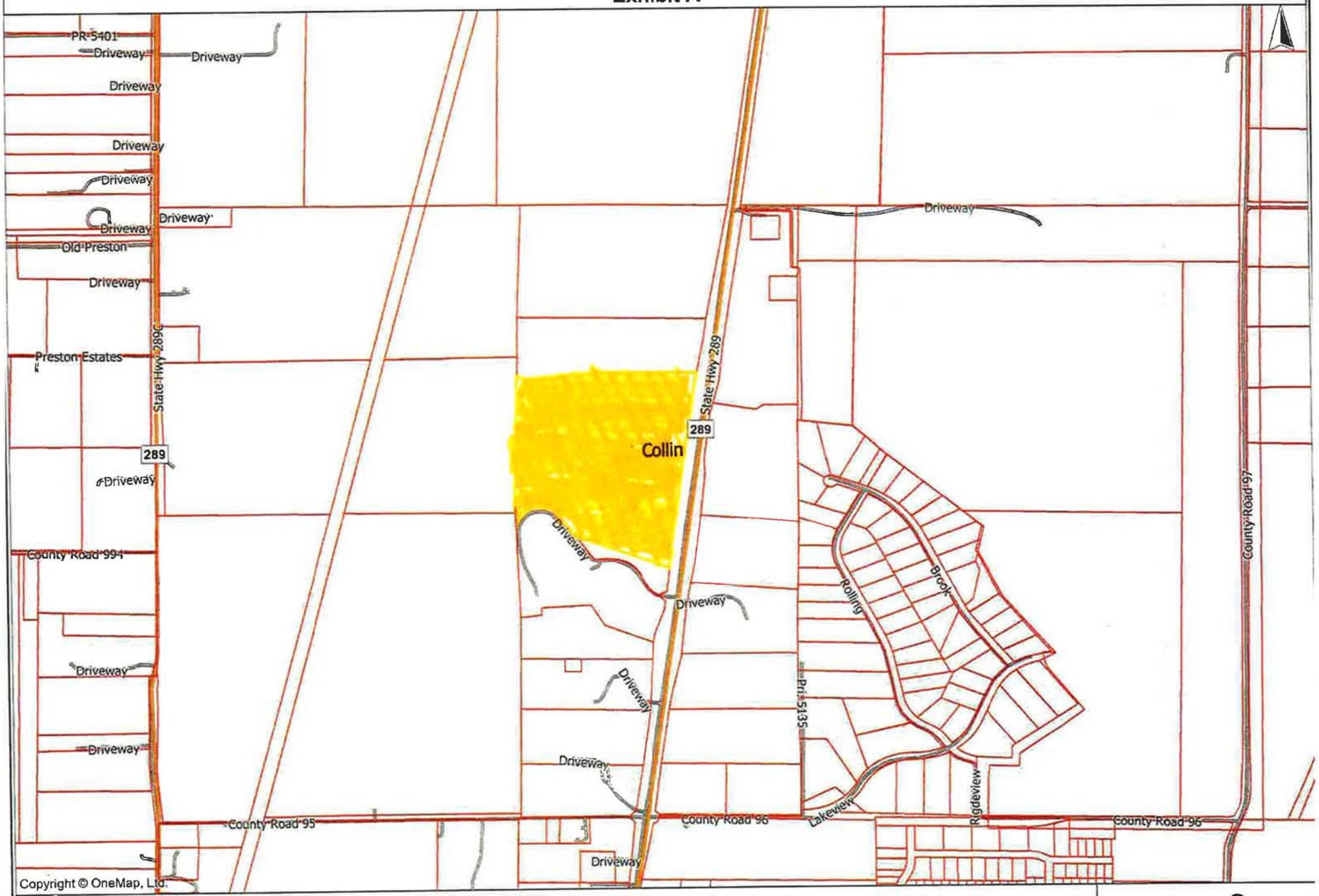
_____
Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

_____
Notary Public, State of Texas

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 28, 2010

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/12/2010 03:30:48 PM
$40.00 BNOPP
20100812000840320





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 8.376 acre tract of land legally described as ABS A0170 Collin County School Land #15 Survey, Sheet 2, Tract 11, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2714384. (Summer Annexation Contract Expiration) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 8 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject property until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Annexation Ordinance (CCAD 2714384)
4. Agreement CCAD 2714384

Financial Consideration:
N/A

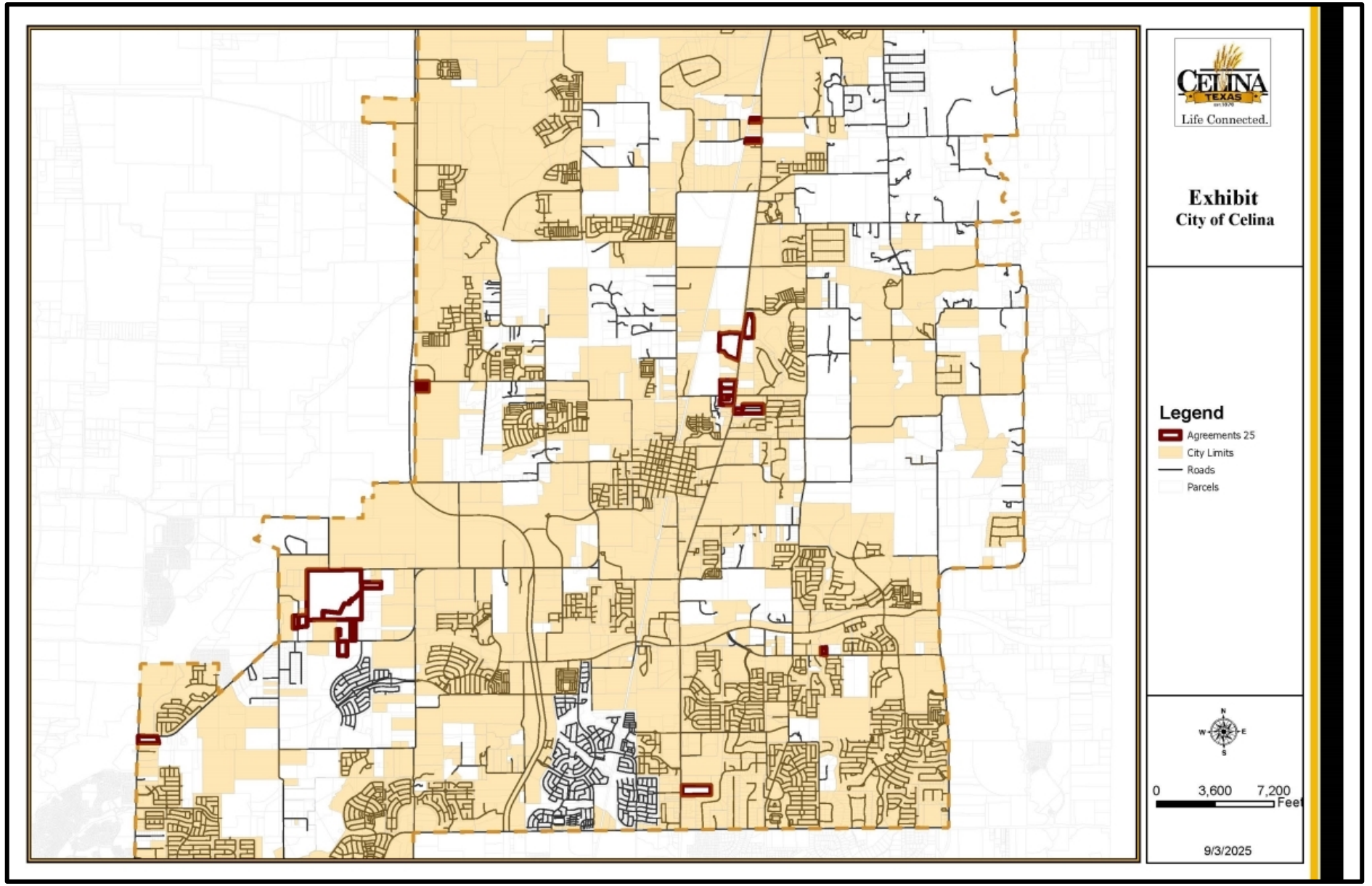
Staff Recommendation:
Staff recommends approval as presented.

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)

CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

COUNTY ROAD 95
SETTLERS RIDGE RD
LAKEVIEW DR
N PRESTON RD
2714384
LINDY LN
JAMES RD
KINNEY DR
BANKS ST
STONE LN

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 170 340
Feet

8/26/2025

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 8.376 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the area(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100812000840380, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on August 10, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 8.376 acre tract of land legally described as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, SHEET 2, TRACT 11, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2714384.

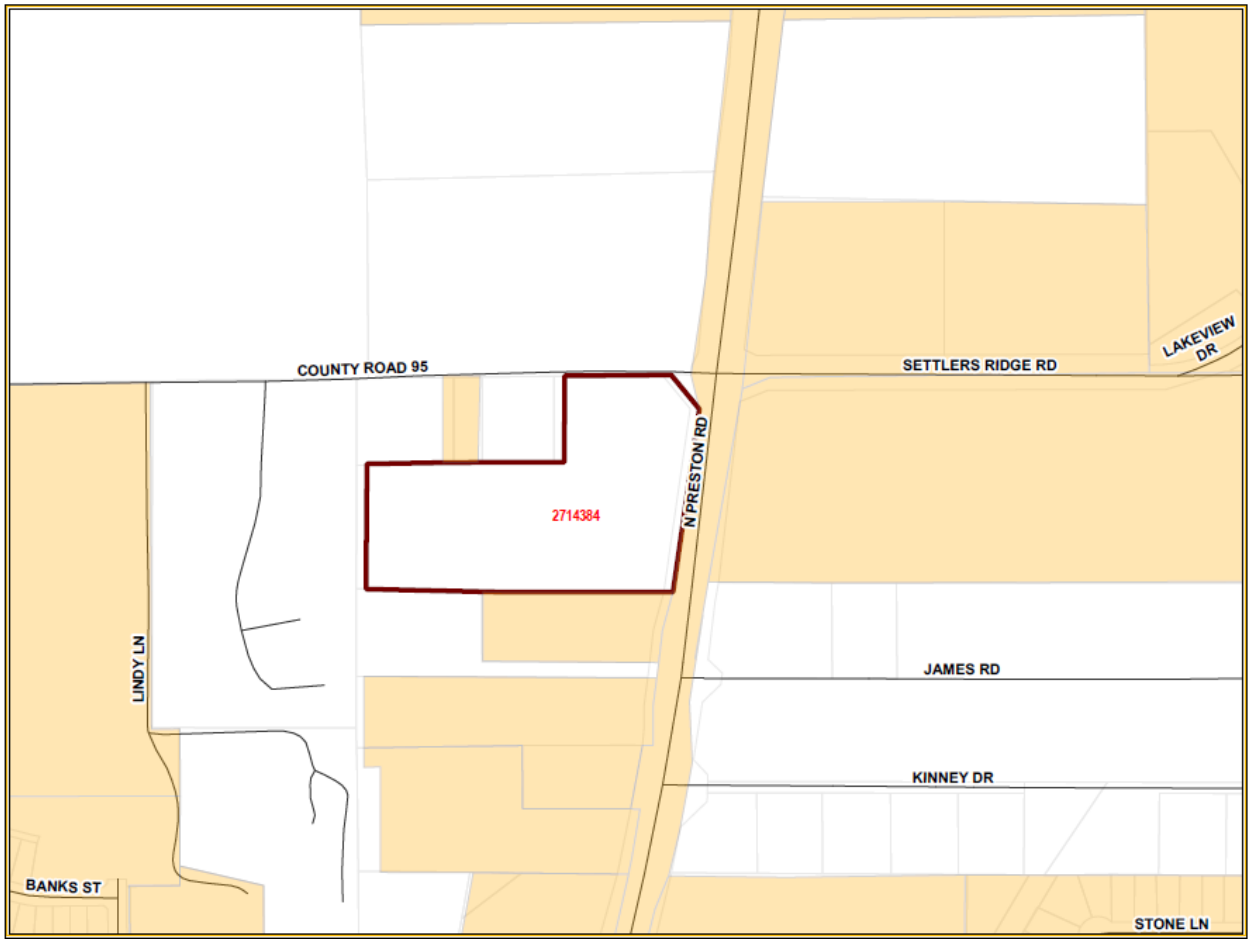


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20100812000840380 08/12/2010 03:30:48 PM AG 1/6

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, BLK 2, TRACT 11-9, 5.1 ACRES; ABS A0170 COLLIN COUNTY SCHOOL LAND #15 SURVEY, BLK 2, TRACT 11, 2.42 ACRES; and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 10TH day of AUGUST, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 10 day of August, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Jonetta Eubank
Owner 1
Printed Name: JONETTA EUBANK

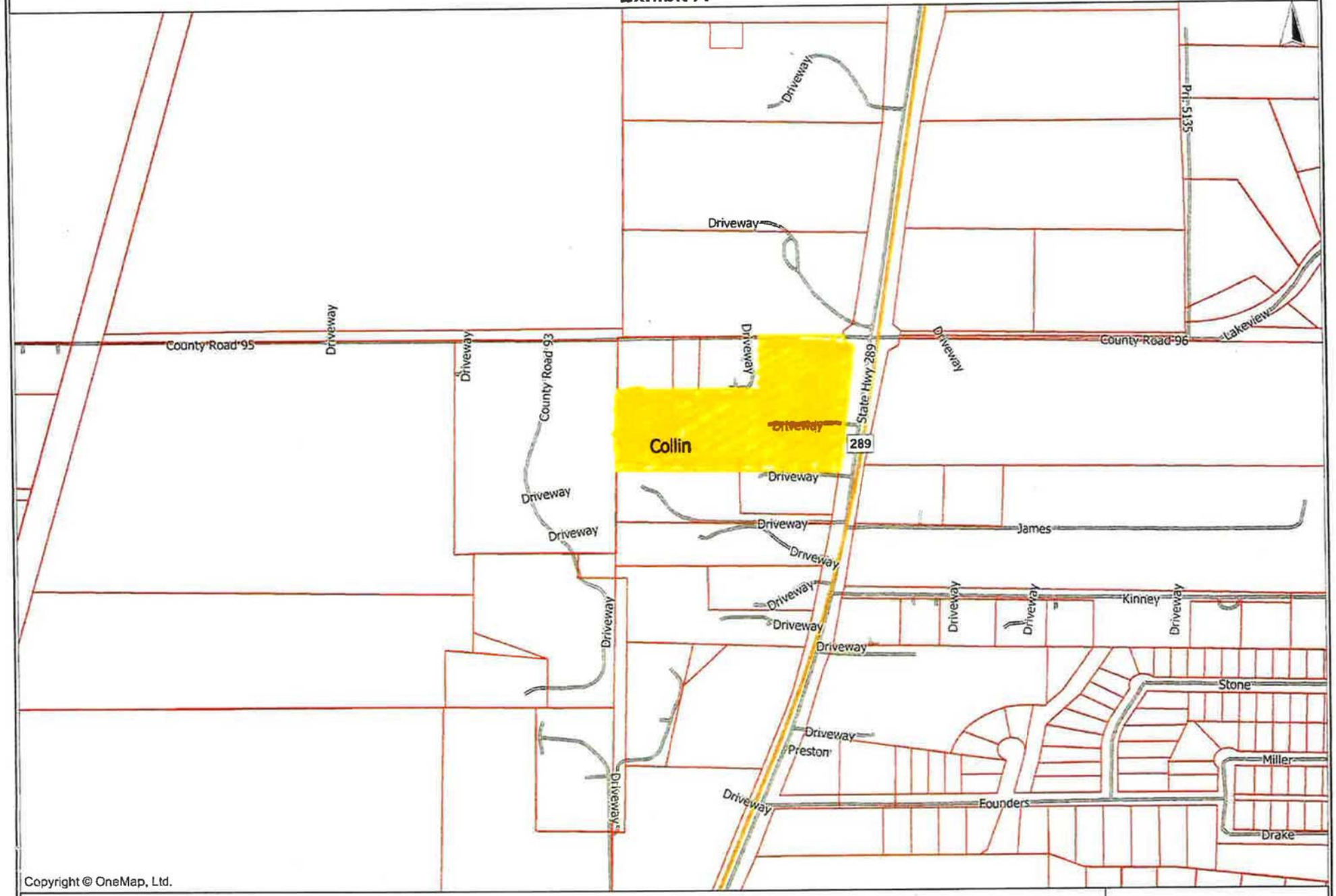
THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 4 day of August, 2010, by Jonetta Eubank, Owner 1.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Exhibit A



DISCLAIMER: This map is the property of OneMap, Ltd. It was produced with the intent that it be used for the review of the referenced data at the original plotted scale. There are no warranties made as to the fitness of this map for any unlisted purpose or reproduction at any other scale.

onemap

http://www.OneMap.com/

June 28, 2010

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/12/2010 03:30:48 PM
$36.00 BNOPP
20100812000840380





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
Date: September 9, 2025

Agenda Item:
The City Council of the City of Celina, Texas, will conduct a Public Hearing in accordance with Chapter 43 Texas Local Government Code, and other applicable law, giving all interested persons the right to appear and be heard on the proposed voluntary annexations of the following property and consider and act upon an Ordinance annexing the below listed property, presently located within the extraterritorial jurisdiction of the City of Celina, providing for 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/area, 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; and providing for other matters related to an approximate 16.369 acre tract of land legally described as ABS A0380 W H Herron Survey, Tract 26, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2741350. (Summer Annexation Contract Expiration) (Mohan)

Background Information:
This request is for the voluntary annexation of approximately 16 acres, generally located within the City's Extraterritorial Jurisdiction (ETJ). The proposed annexation is associated with the expiration of several pre-annexation agreements. In 2010, the City entered into contracts agreeing not to annex the subject property until the voluntary conclusion of the terms. With those agreements expiring, the property is now eligible for annexation. If approved, the property will be brought into the City's corporate limits and subject to applicable City standards and regulations. Please refer to the attachments for additional information.

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

Supporting Documents:
1. Location Map

2. Staff Presentation
3. Annexation Ordinance (CCAD 2741350)
4. Agreement CCAD 2741350

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Agreements 25
- City Limits
- Roads
- Parcels

N
W E
S

0 250 500 Feet

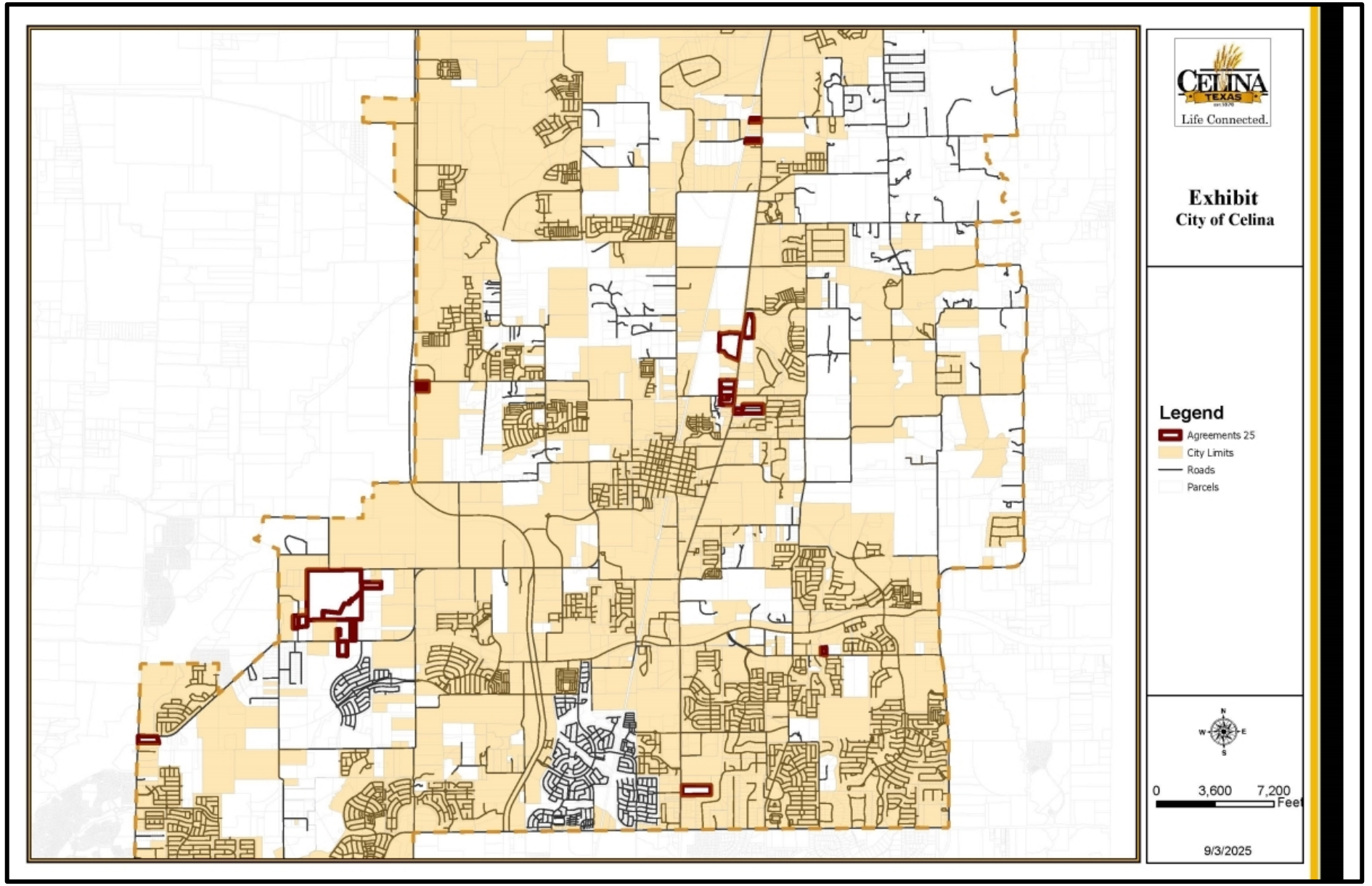
8/26/2025

SUMMER CONTRACT EXPIRATIONS

VOLUNTARY ANNEXATIONS

City Council
September 9, 2025




CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
Agreements 25
City Limits
Roads
Parcels
N
W
E
S
0
3,600
7,200
Feet
9/3/2025

BACKGROUND

- 25 properties total approximately 451 acres within the Extraterritorial Jurisdiction
- The City entered into contracts with the property owners in 2010
- These pre-annexation agreements had 15-year terms, which are now expiring
- The contracts required the City to defer annexation in 2010 until 2025, and required the property owners to consent to the future annexation

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owners may in the future request the City to consider another zoning district
- Planning staff has not received any feedback nor objection from property owners
- The zoning case is scheduled for review by the Planning & Zoning Commission in October

RECOMMENDATION

- Staff recommends approval as presented
- Please note, this presentation covers all annexations, but each property will require its own separate public hearing, motion, and action

PROPERTY IDs

1. Denton CAD Property ID 52877, 259466, & 52883 (Andres Robert J & Janis Lynn Andres Family Trust)
2. Denton CAD Property ID 52943 (Chandler Fredy)
3. Denton CAD Property ID 52949 (Wood LTD P/S)
4. Denton CAD Property ID 84822 (Monsalve Adolfo I & Laura A)
5. Denton CAD Property ID 191267 (Martha Ward)
6. Denton CAD Property ID 195307 (Clinton Laurence P & Cheryl H)
7. Denton CAD Property ID 254098 (Moore Gregg Lee)
8. Collin CAD Property ID 992135 (Bao Qing Huang)
9. Collin CAD Property ID 1498114 & 1584501 (King Susie Cannaday)

PROPERTY IDs

10. Collin CAD Property ID 1725734 & 2121068 (Merritt Michael B & Margaret A; Merritt Michael B & ETAL)
11. Collin CAD Property ID 2122500 (MATIE MARK A)
12. Collin CAD Property ID 2507331, 2507332, 2507333, 2507334 (Ganapathy Ltd)
13. Collin CAD Property ID 2647903 (Living Stone Investments)
14. Collin CAD Property ID 2688521 (Clinton E Owens & Mary Ann Owens)
15. Collin CAD Property ID 2714384 (Jonetta Eubank)
16. Collin CAD Property ID 2741350 (Wilson Marvin T & Renetta T)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 16.369 ACRES GENERALLY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the ("City") is a Home Rule Municipality located in Collin 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; and

WHEREAS, the areas(s) to be annexed is attached hereto as Exhibit "A" and incorporated herein as if written word for word (whether one or more tracts, the "Property"); and

WHEREAS, the Property is subject to the Chapter 43 Texas Local Government Code Development Agreement (the "Agreement"), entered into under the authority of Chapters 43 and 212 of the Texas Local Government Code and filed in the Collin County Real Property Records as Instrument No. 20100812000840310, between the property owner at the time of the Agreement's execution (the "Owner") and the City; and

WHEREAS, as agreed to in the terms and conditions of the Agreement, which is a covenant running with the property, the Owner has consented to a voluntary annexation of the Property upon the expiration of the Agreement, and the Agreement expired on July 22, 2025; and

WHEREAS, the City now moves to proceed with the voluntary annexation of the Property; and

WHEREAS, as authorized by Texas Local Government Code Section 212.172(b)(7), the Owner and the City agreed to the terms of annexation of the Property and that City services will be provided in the manner required by Chapter 43; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the voluntary annexation, including required mailed and published notices and a public hearing, have been provided, held, and met; and

WHEREAS, the notice of the public hearing was posted on the City's website and published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 22nd day of

August, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on September 9, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the voluntary annexation of the Property; and

WHEREAS, as contemplated by the Agreement based upon state law existing at the time of execution, a service plan for the Property was prepared, presented at the public hearing, and is attached hereto as Exhibit "B" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such area is contiguous to, overlayed upon and/or adjoins the City of Celina, Texas or is considered to be contiguous and adjacent pursuant the Section 43.035(c) of the Texas Local Government Code; and

WHEREAS, the City Council of the City 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 City Council of the City has investigated into, has determined and officially finds that all requirements for lawful annexation have been met.

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 legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2
ANNEXATION AND 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:

   being more particularly described and depicted in Exhibit "A", which is incorporated herein as if fully set forth herein, and that such area 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
SERVICE PLAN

The municipal service plan for the herein annexed Property, attached hereto as Exhibit "B", was prepared, presented and submitted, and is hereby approved as part of this Ordinance, shall have a term of ten (10) years, and is incorporated herein as if written word for word.

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 with other appropriate officials and agencies as required by state and federal law.

SECTION 5
EFFECT ON TERRITORY/AREA

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, and subject to the service plan 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, 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
PUBLIC MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the last to occur of its date of passage or the date the term of the Agreement expires.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit "A"
Property Description and Depiction
Including any and all adjacent rights-of-way

An approximately 16.369 acre tract of land legally described as ABS A0380 W H HERRON SURVEY, TRACT 26, Collin County, Texas, as further identified in the Collin County Appraisal District as Property ID #2741350.

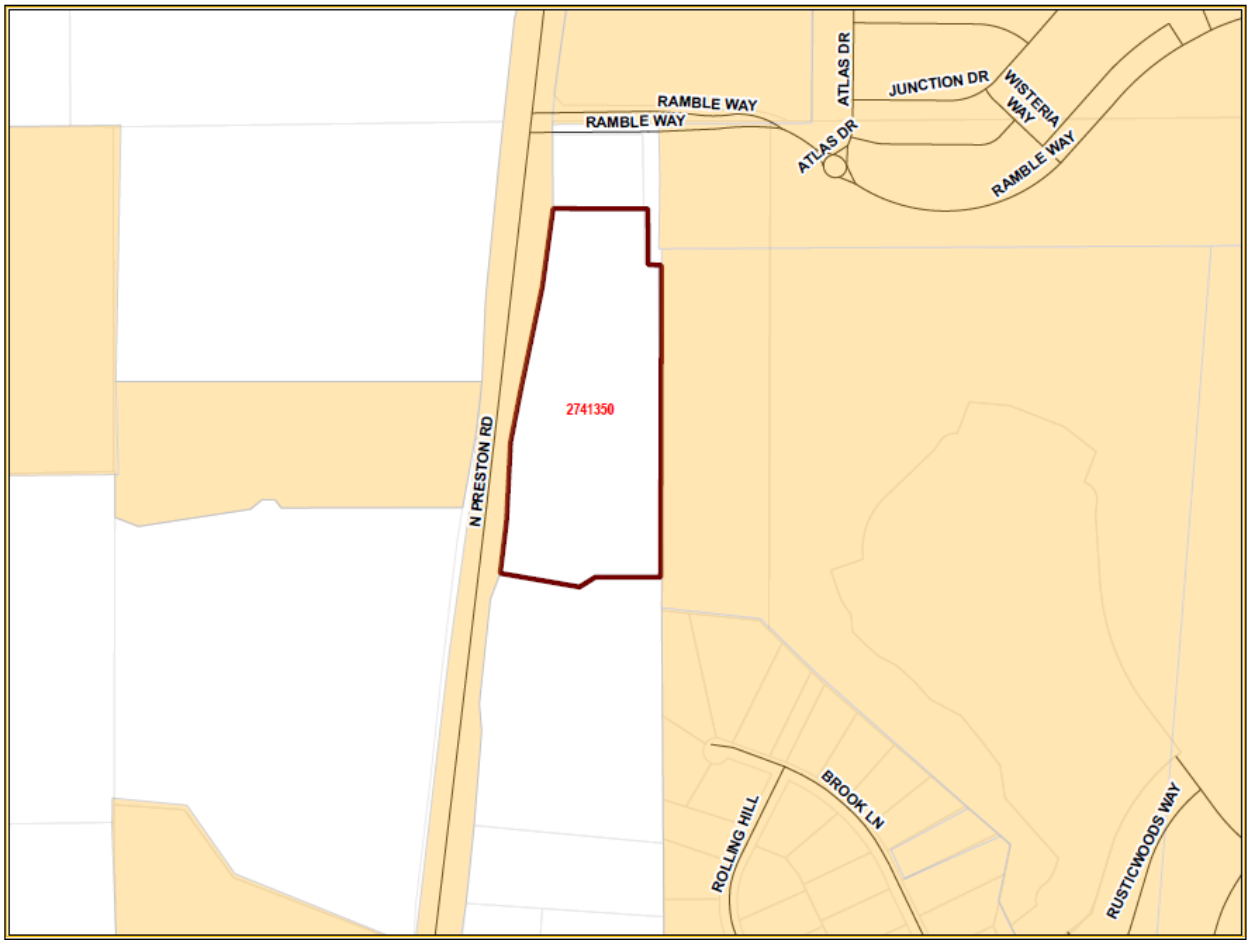


Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the terms of the Agreement. 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.

20100812000840310 08/12/2010 03:30:48 PM AG 1/7

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, commonly known as ABSTRACT A0380 W H HERRON SURVEY, TRACT 18-9, ACRES 16.5600, ABSTRACT A0380 W H HERRON SURVEY, TRACT 18, ACRES 1.0000; ABSTRACT A0380 W H HERRON SURVEY, TRACT 18-1, ACRES 1.0000, and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Collin County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251

of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, gives written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Collin County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 22 day of July, 2010.

Jason Gray
City Manager, City of Celina, Texas

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 22 day of July, 2010, by Jason Gray, City Manager, City of Celina, Texas.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J FAULKNER NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPT. 22, 2011

Owner 1
Printed Name: MARVIN T. Hulson

THE STATE OF TEXAS }
COUNTY OF Collin }

This instrument was acknowledged before me on the 20 day of July, 2010, by Marvin Hulson., Owner 1.

Carrie Toops Frazier
Notary Public, State of Texas

CARRIE TOOPS FRAZIER NOTARY PUBLIC STATE OF TEXAS My Comm. Expires November 14, 2011 No.: 188332910-8

Renetta T. Wilson

Owner 2
Printed Name: Renetta T. Wilson

THE STATE OF TEXAS }
COUNTY OF Collin **}**

This instrument was acknowledged before me on the 20 day of July, 2010, by Renetta T. Wilson, Owner 2.

Carrie Toups Frazier
Notary Public, State of Texas

CARRIE TOUPS FRAZIER
NOTARY
My Comm. Expires
November 14, 2011
No.: 12832310-2
PUBLIC
STATE OF TEXAS

Owner 3
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 3.

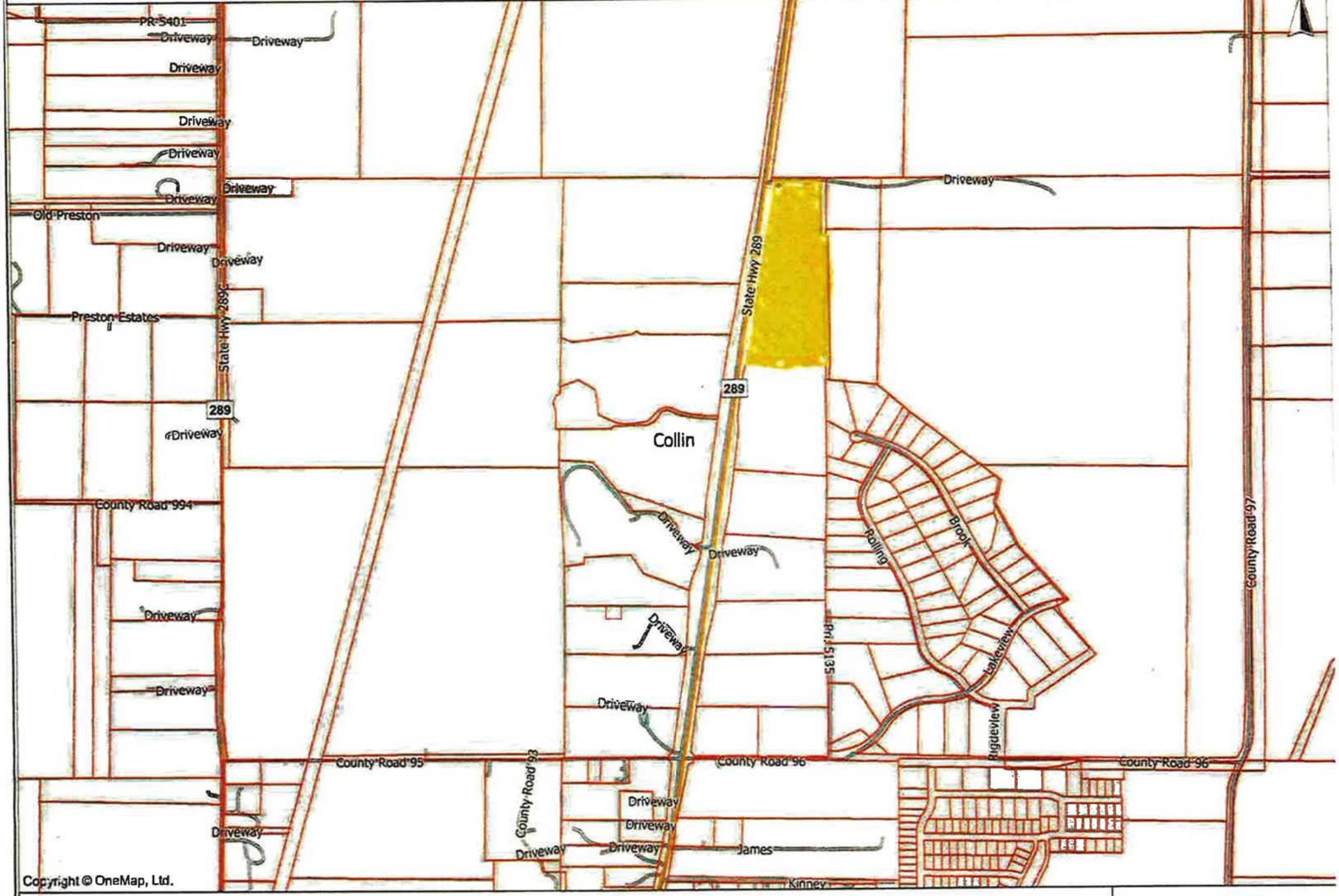
_____
Notary Public, State of Texas

Owner 4
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the ___day of _____, 2010, by _____, Owner 4.

_____
Notary Public, State of Texas


PR 5401
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway
Old Preston
Driveway
Driveway
Preston Estates
State Hwy 289
289
Driveway
County Road 994
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway
Driveway

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/12/2010 03:30:48 PM
$40.00 BNOPP
20100812000840310





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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider testimony and receive public input regarding the proposed FY 2025-2026 Budget and act upon an Ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2025-2026 beginning October 1, 2025, and ending September 30, 2026, and making appropriations for each department, project, and account and providing for expenditures of funds. (Bromiley)

Background Information:
The September 9, 2025 City Council Meeting Agenda includes three separate agenda items related to the adoption of the FY 2025-2026 Budget and the associated property tax rate. The Texas Tax Code, Texas Local Government Code, and the City's Home Rule Charter provide specific steps that must be taken to adopt the annual budget and property tax rate.

The Proposed FY 2025-2026 Budget is balanced across all City funds. The total authorized expenditure for all funds (including CIP funds) is $382,739,948. The Proposed Budget was created through an extensive process with all City departments based on the guiding principles established in the City's Strategic Plan, Comprehensive Plan, and Core Values. The top priorities for this year's budget are public safety, development-related activities, infrastructure maintenance, fiscal responsibility, and employee compensation and benefits. The City Manager presented the Proposed Budget to City Council on August 4, 2025 and August 12, 2025 for input, feedback, and direction. The Proposed Budget was filed with the City Secretary and posted to the City's website for review by the public.

The total General Fund expenditure authorization, which funds most City services to residents and businesses, is $69,106,624. The total Debt Service Fund expenditure authorization to pay principal and interest on the City's debt is $31,623,576. The Proposed Tax Rate to support the General Fund and Debt Service Fund is $0.576401 per $100 in value. The Proposed Tax Rate is greater than the No-New-Revenue Rate ($0.559151) and equal to the Voter-Approval Tax Rate ($0.576401). This

means that proposed property tax rate of $0.576401 per $100 in value is effectively a 3.09 percent increase in the property tax rate. This increase in revenues is being used to enhance public safety services, improve infrastructure maintenance, and invest in capital improvement projects (roads, stormwater drainage, parks, recreation facilities, etc.).

The following is a description of the first item on the September 9, 2025, City Council agenda related to the budget and tax rate.

Public Hearing and Consideration of the FY 2025-2026 Budget

The public hearing on the Proposed FY 2025-2026 Budget gives the public an opportunity to provide feedback and input to City Council on the budget. The City is required by Local Government Code Section 102.006(a) to hold a public hearing on the budget prior to adoption. The City published a notice of the public hearing in the Celina Record on August 22, 2025, as well as posted the notice on the City's website.

City Council may consider approving the Proposed FY 2025-2026 Budget. The budget was presented to City Council on August 4, 2025, and August 12, 2025. The total authorized expenditure for all funds (including CIP funds) is $382,739,948. This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The following statements regarding the budget and tax rate have been included in the appropriate documents in the specified font sizes as required by state law. They are repeated here for transparency.

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The property tax rate will be increased by the adoption of a tax rate of $0.576401, which is effectively a 3.09 percent increase in the tax rate.

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

Taxpayer Impact Statement					
Fiscal Year	Median Taxable Value	Tax Rate	Tax Bill	Change	Percent Change
2025-26	$ 572,562	$ 0.576401*	$ 3,300.25	$ 124.56	3.92%
2024-25	$ 530,903	$ 0.598168	$ 3,175.69	-	-

*Proposed FY 2025–2026 tax rate

Legal Review:

Legal has reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. FY 2025-2026 Truth in Taxation Proposed Budget Cover Page
3. FY 2025-2026 Proposed Budget
4. Notice of Public Hearing on Budget - Celina Record
5. Ordinance Adopting FY 2025-2026 Budget

Financial Consideration:

The FY 2025-2026 Proposed Budget authorizes $382,739,948 in total expenditures. The Budget is balanced across all funds and meets all fund balance requirements.

Staff Recommendation:

Staff recommends approval.

FY 2025-2026 PROPOSED BUDGET AND TAX RATE

City Council Meeting
September 9, 2025



BUDGET DRIVERS

Among the Fastest Growing Cities in America

- The City's population is projected to increase by **12,597** from 54,635 to **67,232** in FY 2026
- On pace to issue 3,000 single family home permits for FY 2025, up from 2,841 in FY 2024
- Increasing demand for services for development-related operations, public safety and infrastructure

Meeting Today's Needs while Planning for the Future

- Budget prepared based on the guiding principles established in City's Strategic Plan, Comprehensive Plan, and Core Values

Fiscal Responsibility

- Five-Year Budget Forecast provided for all major funds – provide an understanding of the budget impact of this year's decisions on future budgets
- Healthy fund balances for all major funds and economic stabilization fund

BUDGET FOCUS AREAS – ALL FUNDS

Fiscal Sustainability

Public Safety

Development-Related Operations

Infrastructure Maintenance

Employee Compensation & Benefits

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

Governmental Funds	General Fund	$69.11
	General Debt Fund	$31.62
	Street Construction Fund	$7.00
	Roadway Impact Fee Fund	$15.72
	Governmental VERF	$1.61
	Capital Acquisition	$3.51
	Roadway Capital Recovery	$8.12
	Capital Funds	$135.32

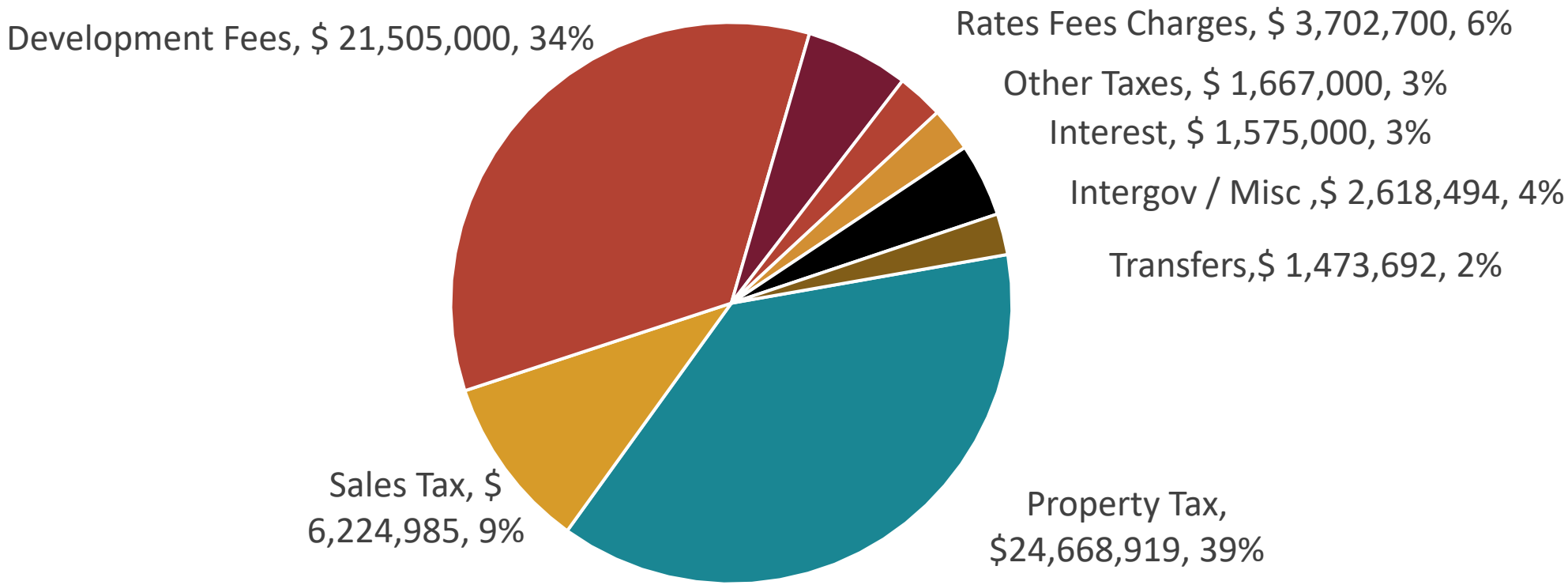
GENERAL FUND
$69.11 MILLION

GENERAL FUND 5-YEAR FORECAST

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 25,364,146	$ 14,413,444	$ 31,111,570	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763
Revenues								
Property Tax	$ 17,683,259	$ 20,946,451	$ 20,946,451	$ 24,668,919	$ 27,189,159	$ 30,814,142	$ 33,363,272	$ 37,607,893
Sales Tax	4,728,856	4,526,900	5,502,260	6,224,985	7,557,106	9,094,195	11,765,556	15,104,758
Licenses & Permits	27,280,217	17,800,000	21,175,000	21,505,000	21,755,000	21,805,000	21,805,000	21,805,000
Other Taxes	1,413,507	1,308,200	1,527,000	1,667,000	1,817,000	1,947,000	2,082,000	2,137,000
Rates, Fees, & Charges	3,927,970	3,266,110	3,630,250	3,702,700	3,803,800	3,939,300	4,150,800	4,150,800
Interest Income	2,414,738	1,500,000	1,500,000	1,575,000	1,575,000	1,575,000	1,575,000	1,600,000
Contributions & Other	3,447,219	3,108,987	3,067,763	2,618,494	2,180,695	2,235,685	2,282,488	2,316,963
Transfers In	980,000	1,269,066	1,269,066	1,473,692	1,512,652	1,552,782	1,594,115	1,636,689
Total Revenues	$ 61,875,766	$ 53,725,714	$ 58,617,790	$ 63,435,790	$ 67,390,412	$ 72,963,104	$ 78,618,232	$ 86,359,103
Expenditures								
Personnel	$ 29,742,774	$ 35,683,298	$ 36,893,577	$ 43,633,670	$ 44,374,252	$ 46,060,415	$ 48,929,800	$ 50,413,440
Personnel Development	636,691	867,073	840,049	1,019,126	1,014,358	1,038,419	1,049,068	1,026,362
Legal & Professional Services	3,267,069	4,262,612	4,480,770	4,662,169	5,049,170	5,605,893	6,062,505	6,405,022
Materials & Supplies	2,859,658	3,487,241	3,443,574	4,330,759	4,480,101	4,750,551	5,133,570	5,347,544
Maintenance & Repair	1,545,594	1,828,830	2,022,740	2,041,211	2,153,107	2,292,078	2,422,274	2,556,447
Other	3,680,980	4,979,592	5,252,226	6,004,077	5,828,257	6,102,443	6,323,491	6,582,290
Capital	1,058,089	1,047,099	1,192,099	1,380,183	85,000	83,000	83,000	65,000
Decision Packages	-	-	-	-	1,750,000	3,750,000	5,200,000	8,000,000
Total Expenditures	$ 42,790,855	$ 52,155,745	$ 54,125,035	$ 63,071,195	$ 64,734,245	$ 69,682,799	$ 75,203,708	$ 80,396,105
Net Income	$ 19,084,911	$ 1,569,969	$ 4,492,755	$ 364,595	$ 2,656,167	$ 3,280,305	$ 3,414,524	$ 5,962,998
Transfers VERF	$ 1,188,258	$ 1,115,760	$ 1,115,760	$ 1,754,391	$ 1,716,256	$ 1,713,237	$ 1,710,127	$ 1,706,924
Transfers Capital	11,550,000	750,000	12,750,000	4,000,000	-	-	-	-
Transfer Fleet	-	295,623	295,623	281,038	289,469	298,153	307,098	316,311
Total Transfers	$ 12,738,258	$ 2,161,383	$ 14,161,383	$ 6,035,429	$ 2,005,725	$ 2,011,390	$ 2,017,225	$ 2,023,235
Restricted Fund Balance	254,624	-	-	-	-	-	-	-
Ending Fund Balance	$ 31,456,175	$ 13,822,030	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763	$ 23,028,526
Fund Balance % of Expenditures	74%	27%	40%	25%	25%	25%	25%	29%

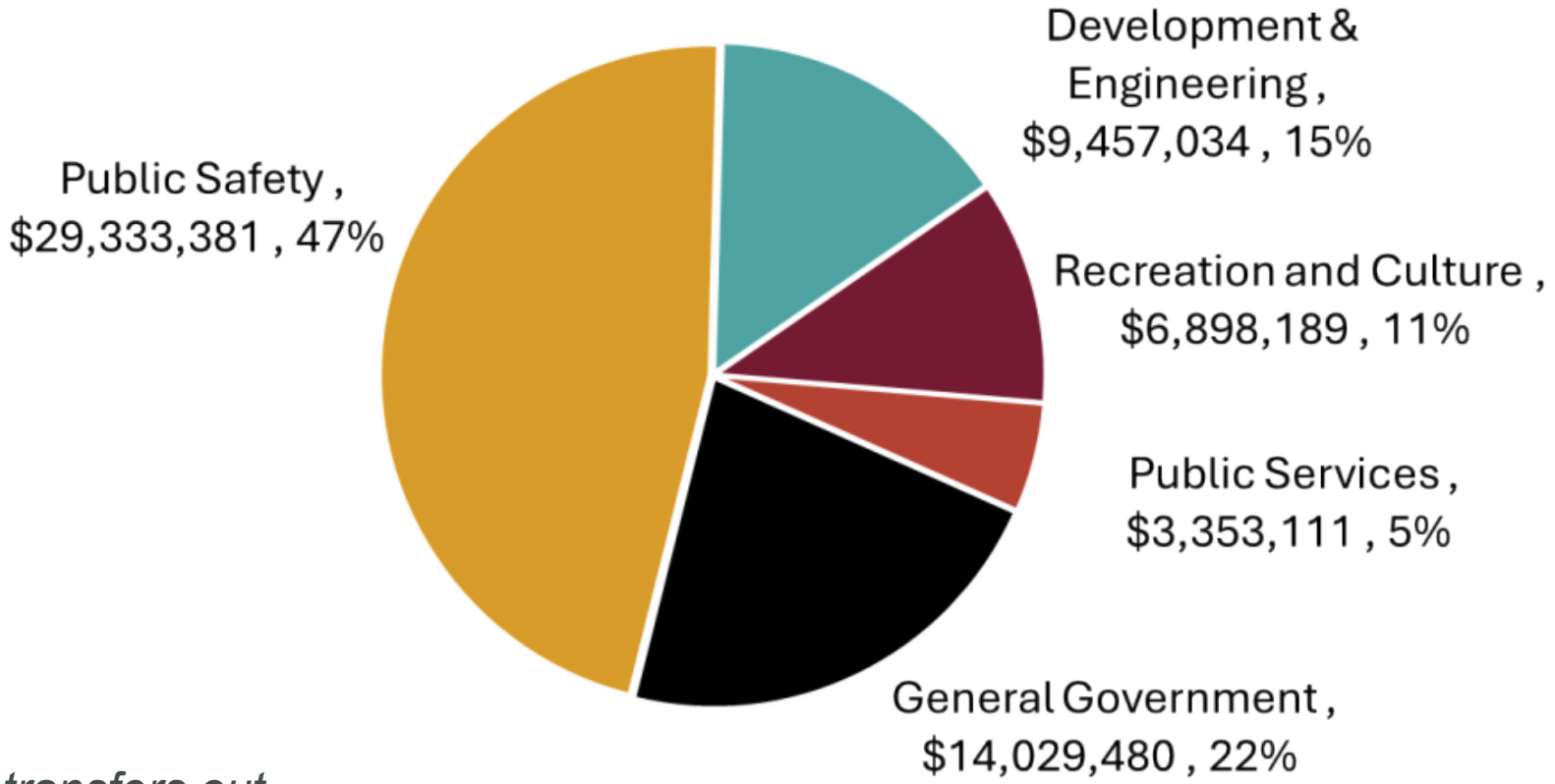
GENERAL FUND REVENUE

Total General Fund Revenue by Category: $63,435,790



GENERAL FUND EXPENSES BY FUNCTION

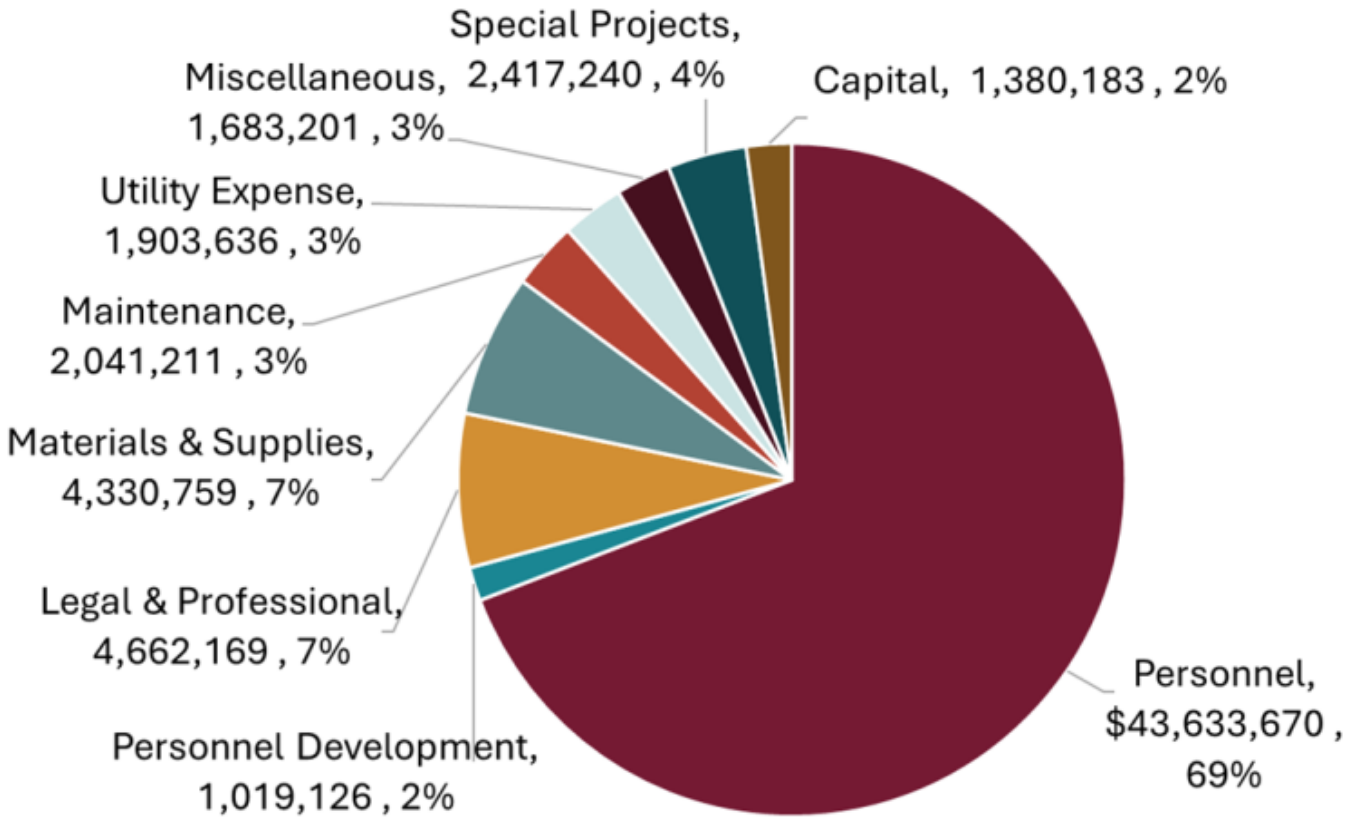
General Fund Expenses by Function in Millions: $63,071,195



Excludes transfers out

GENERAL FUND EXPENSES BY CATEGORY

General Fund Expenses by Category in Millions: $63,071,195



DEBT SERVICE FUND
$31.62 MILLION

TOTAL OUTSTANDING DEBT

Type	Outstanding Principal 9/30/2024	Percent	Outstanding Principal 9/30/2025	Percent	Increase (Decrease) Principal
Property Tax Supported	$ 288,030,000	60%	$ 355,500,000	59%	$ 67,470,000
Water & Sewer	170,740,000	36%	219,025,000	36%	48,285,000
Community Development Corporation	19,245,000	4%	28,085,000	5%	8,840,000
Total Outstanding Debt	**$ 478,015,000**	**100%**	**$ 602,610,000**	**100%**	**$124,595,000**

PROPERTY TAX RATE
$0.576401 / $100

PROPERTY TAX

Proposed Property Tax Rate

Type	Rate
Maintenance & Operation	$0.264928 / $100
Interest & Sinking (Debt Service)	$0.311473 / $100
Total Proposed Tax Rate	$0.576401 / $100

No-New-Revenue Tax Rate	**$0.559151 / $100**
Voter Approval Tax Rate	**$0.576401 / $100**

PROPERTY TAX

Property Tax Rate History

Fiscal Year	M&O Rate	I&S Rate	Total Rate
FY 2025-26 Proposed	$0.264928	$0.311473	$0.576401
FY 2024-25	$0.287061	$0.311107	$0.598168
FY 2023-24	$0.315878	$0.296276	$0.612154
FY 2022-23	$0.372702	$0.262057	$0.634759
FY 2021-22	$0.429385	$0.215615	$0.645000

TRUTH IN TAXATION

- The proposed tax rate is greater than the no-new-revenue tax rate, meaning the City is proposing to increase property taxes for the 2025 tax year
- The proposed tax rate is not greater than the voter-approval tax rate, meaning the City is not required to hold an election at which voters may accept or reject the proposed tax rate
- There are multiple statements required by state law to promote truth in taxation / transparency

The proposed property tax rate of $0.576401 per $100 in value is effectively a 3.09 percent increase in the property tax rate

TRUTH IN TAXATION

- Looking at the General Fund and the Debt Service Fund, the FY 2025-2026 Budget raises $9,730,022 more in total property tax revenue than the previous fiscal year
  - Of that increase, $8,580,408 is revenue raised from new properties added to the tax roll for FY 2025-2026 (representing 88.2% of the increased property tax revenue)
  - The remaining $1,149,614 (11.8%) is increased revenue raised from existing properties

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

TRUTH IN TAXATION

- The Maintenance and Operations portion of the tax rate is effectively being raised by 3.5 percent
  - This is the Voter-Approval Maintenance and Operations Rate – the maximum maintenance and operations rate that may be implemented without an election
  - While the rate is less than last year, it is an increase due to increases in property values
- The below statement is required by state law. While the statement shows a decrease in the amount of taxes collected for maintenance and operations on a $100,000 home, residents and businesses are likely to see an increase in their property tax bill due to increasing property values

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

Enterprise Funds	Water/Wastewater Fund	$60.04
	Solid Waste Fund	$6.32
	Water/WW Capital Funds	$22.73
	Stormwater Drainage Fund	$3.20
	Utility VERF	$0.09
Component Units	EDC	$4.16
	CDC	$2.33

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

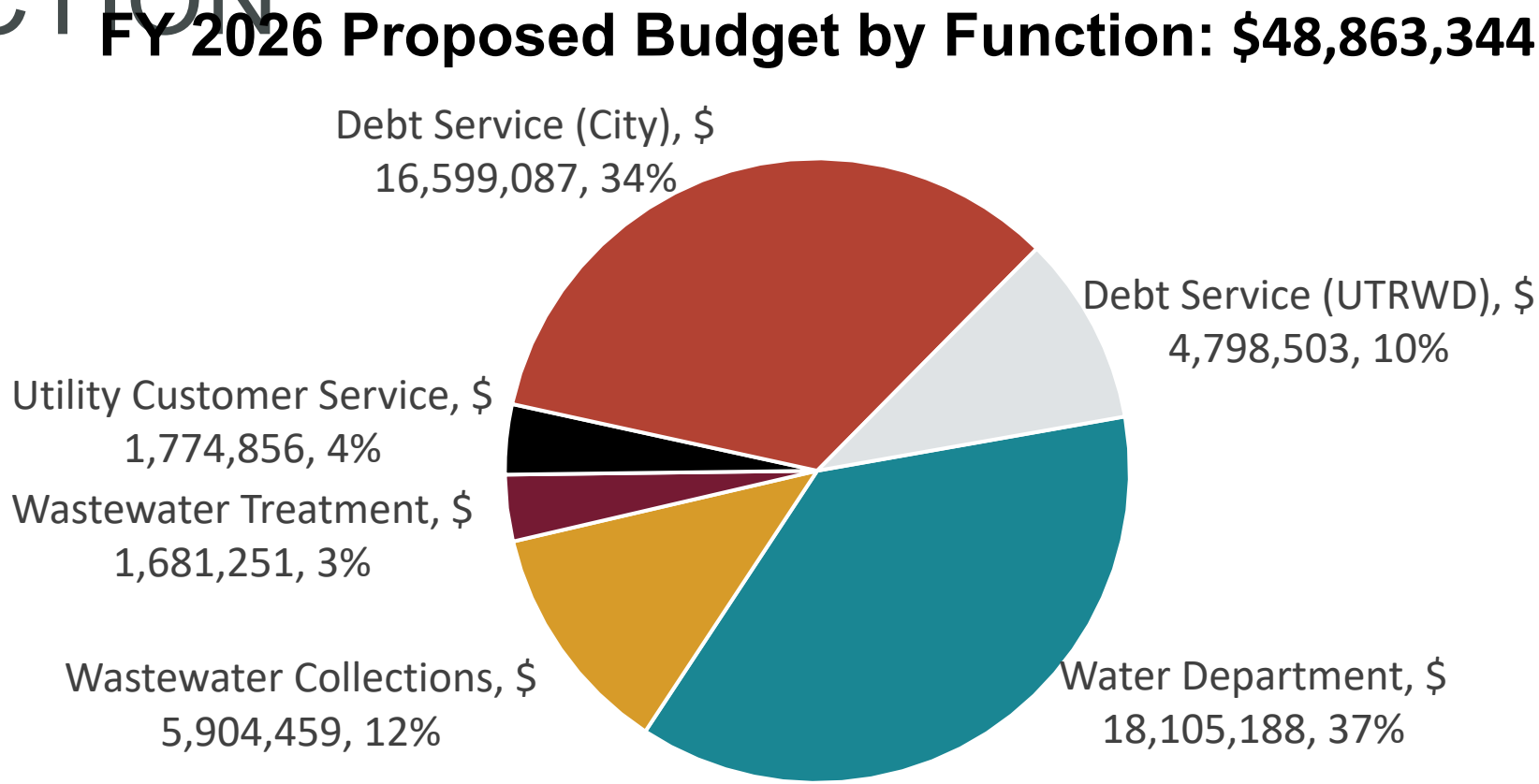
Special Revenue Funds	Park Fee Fund	$6.72
	Downtown Fund	$0.09
	PEG, Hotel, and Grants Funds	$0.00
	Seizures Fund	$0.02
	Court Funds	$0.04
	Technology Fund	$1.05
	Integrity Fund	$1.72
	Stabilization Fund	$0.00
	TIRZ #11 Fund	$0.00
	Developer Capital Fee Funds	$2.26

ENTERPRISE PROPRIETARY FUNDS
$92.38 MILLION

WATER UTILITIES 5-YEAR FORECAST

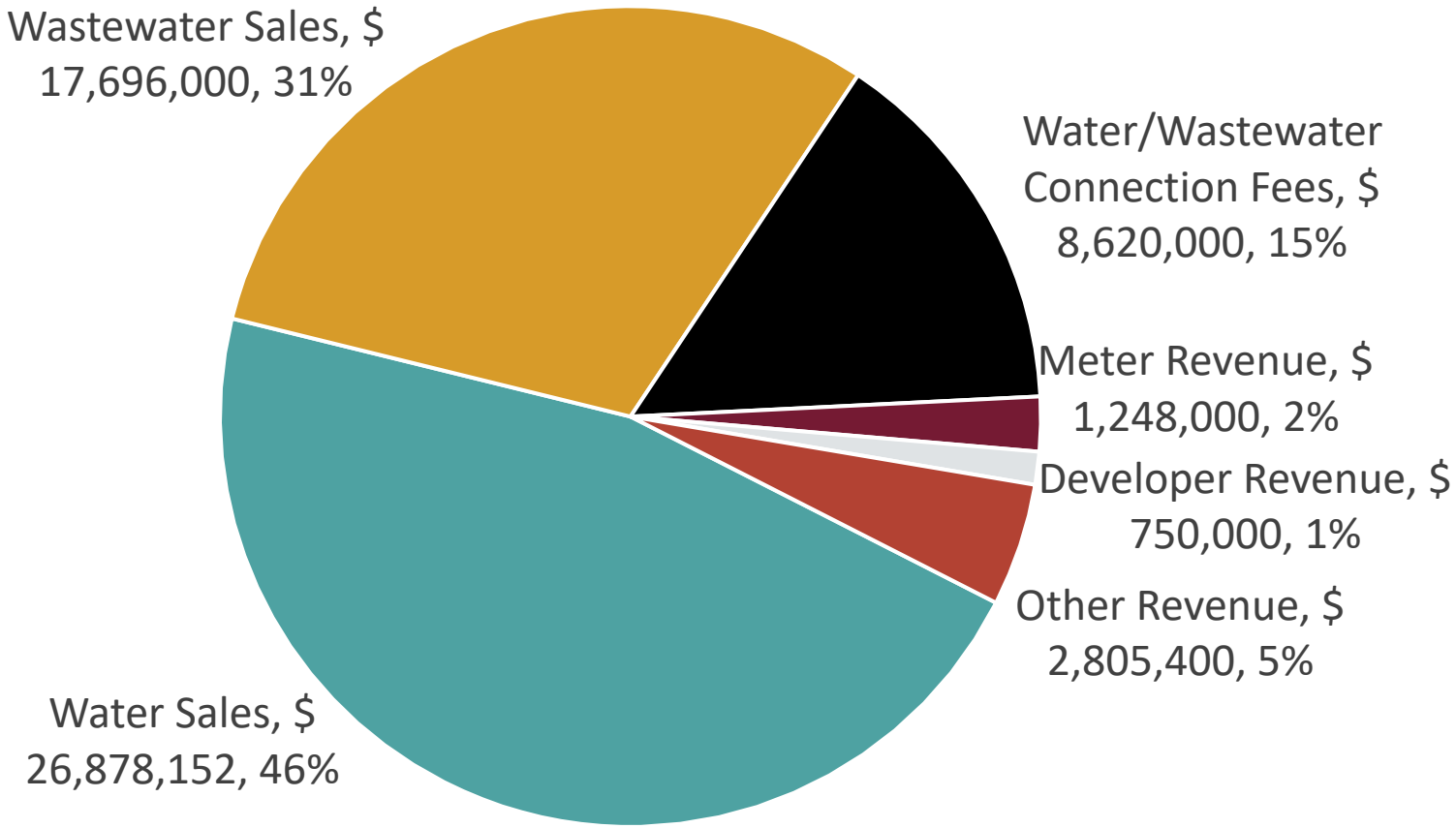
	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 20,411,300	$ 18,892,284	$ 23,675,067	$ 22,201,929	$ 20,163,934	$ 22,773,224	$ 27,288,040	$ 28,743,274
Revenues								
Water Sales	$ 20,091,231	$ 21,620,000	$ 24,922,240	$ 26,878,152	$ 28,827,721	$ 31,188,061	$ 32,747,464	$ 34,384,837
Wastewater Sales	12,079,234	13,225,000	15,800,000	17,696,000	19,642,560	21,606,816	23,551,429	25,435,543
Connection Fees	9,732,165	6,800,000	8,620,300	8,620,000	8,620,000	8,620,000	8,620,000	8,620,000
Meter Revenue	1,433,037	660,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	750,000	750,000	750,000	775,000	-	-	-
Fines & Fees	240,723	241,400	299,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	183,158	25,000	120,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,279,324	2,200,000	2,037,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other Revenue	771,812	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Total Revenues	**$ 47,560,684**	**$ 45,921,400**	**$ 54,196,940**	**$ 57,997,552**	**$ 61,918,681**	**$ 65,468,277**	**$ 68,972,293**	**$ 72,493,780**
Expenditures								
Water Department	$ 12,507,606	$ 16,802,626	$ 16,480,400	$ 18,105,188	$ 19,070,394	$ 21,078,812	$ 23,516,107	$ 25,200,239
Wastewater Collections	4,528,699	5,906,525	4,700,599	5,904,459	6,464,576	6,540,576	7,465,212	8,078,109
Wastewater Treatment	-	-	1,091,614	1,681,251	1,726,391	1,762,340	1,787,326	1,820,685
Utility Customer Service	1,223,927	1,244,337	1,381,474	1,774,856	1,905,872	2,052,187	2,198,196	2,341,849
Debt Service (City)	13,104,255	14,580,027	14,880,027	16,599,087	20,882,610	24,611,128	27,800,435	28,745,169
Debt Service (UTRWD)	1,611,635	3,177,327	3,176,442	4,798,503	7,556,831	8,924,272	8,733,264	9,321,264
Total Expenditures	**$ 32,976,122**	**$ 41,710,842**	**$ 41,710,556**	**$ 48,863,344**	**$ 57,606,674**	**$ 64,969,315**	**$ 71,500,540**	**$ 75,507,315**
Net Income	**$ 14,584,562**	**$ 4,210,558**	**$ 12,486,384**	**$ 9,134,208**	**$ 4,312,007**	**$ 498,962**	**$ (2,528,247)**	**$ (3,013,535)**
Transfers In	$ -	$ -	$ -	$ -	$ -	$ 5,750,000	$ 5,750,000	$ 6,000,000
Transfers Out	(11,320,795)	(3,459,522)	(13,959,522)	(11,172,203)	(1,702,717)	(1,734,146)	(1,766,519)	(1,799,863)
Total Other Financing Sources (use	**$ (11,320,795)**	**$ (3,459,522)**	**$ (13,959,522)**	**$ (11,172,203)**	**$ (1,702,717)**	**$ 4,015,854**	**$ 3,983,481**	**$ 4,200,137**
Ending Fund Balance	**$ 23,675,067**	**$ 19,643,320**	**$ 22,201,929**	**$ 20,163,934**	**$ 22,773,224**	**$ 27,288,040**	**$ 28,743,274**	**$ 29,929,876**

WATER UTILITIES EXPENSES BY FUNCTION



WATER UTILITIES REVENUE

FY 2026 Proposed Revenue by Category in Millions: $57,997,552



STORMWATER DRAINAGE 5-YEAR FO

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 2,695,475	$ 4,951,864	$ 10,612,974	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895
Revenues								
Stormwater Drainage Fees	$ 1,348,059	$ 1,415,000	$ 1,415,000	$ 1,625,000	$ 1,868,750	$ 2,093,000	$ 2,302,300	$ 2,510,000
Interest Income	180,808	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Total Revenues	$ 1,528,867	$ 1,565,000	$ 1,565,000	$ 1,775,000	$ 2,018,750	$ 2,243,000	$ 2,452,300	$ 2,660,000
Expenditures								
Operations	$ 214,612	$ 902,848	$ 891,092	$ 1,063,626	$ 1,066,716	$ 1,103,519	$ 1,138,571	$ 1,087,113
Capital	537,439	2,209,731	8,132,285	2,049,802	750,000	750,000	750,000	750,000
Future Decision Packages	-	-	-	-	349,086	752,414	1,152,660	1,546,660
Total Expenditures	$ 752,052	$ 3,112,579	$ 9,023,377	$ 3,113,428	$ 2,165,802	$ 2,605,933	$ 3,041,231	$ 3,383,773
Net Income	$ 776,815	$ (1,547,579)	$ (7,458,377)	$ (1,338,428)	$ (147,052)	$ (362,933)	$ (588,931)	$ (723,773)
Transfers In	$ 7,170,000	$ 1,500,000	$ 1,500,000	$ 1,000,000	$ -	$ -	$ -	$ -
Transfers Out	29,316	68,810	68,810	84,387	84,387	84,387	84,387	84,387
Total Other Financing Sources (use	$ 7,140,684	$ 1,431,190	$ 1,431,190	$ 915,613	$ (84,387)	$ (84,387)	$ (84,387)	$ (84,387)
Ending Fund Balance	$ 10,612,974	$ 4,835,475	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895	$ 2,002,735

SUMMARY

TOTAL EXPENDITURES – MAJOR FUNDS

Fund	FY2025	FY2026	Variance
General Fund	52,155,745	63,071,195	10,915,450
Debt Service Fund	23,626,642	31,623,576	7,996,934
Water/Wastewater Fund	41,710,842	48,863,344	7,152,502
Solid Waste Fund	4,470,000	6,322,600	1,852,600
Utility Infrastructure / Utility VERF	15,247,725	22,816,416	7,568,691
Stormwater Drainage Fund	3,112,579	3,113,428	849
Special Revenue Funds	6,349,153	11,876,232	5,527,079
Other Governmental Funds	31,825,115	35,953,735	4,128,620
CIP Funds	173,144,968	134,862,097	(38,282,871)
Economic Development Corp	2,595,350	4,105,779	1,510,429
Community Development Corp	1,651,707	2,327,981	676,274
Total	**$ 355,889,826**	**$ 364,936,383**	**$ 9,046,557**

**Does not include transfers.*

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
General Fund							
City Manager's Office	8.00	9.00	9.00	8.00	3.00	-	3.00
City Secretary's Office	2.00	2.00	2.00	2.00	2.00	-	2.00
Strategic Services	-	-	-	-	6.00	-	6.00
Finance	10.00	11.00	13.00	13.00	13.00	-	13.00
Human Resources	3.00	3.00	4.00	5.00	5.00	-	5.00
Information Technology	3.00	4.00	5.00	6.00	6.00	3.00	9.00
Municipal Court	2.00	2.00	3.00	3.00	3.00	-	3.00
Facility Maintenance	2.00	2.00	2.00	2.00	2.00	1.00	3.00
Total General Government	**30.00**	**33.00**	**38.00**	**39.00**	**40.00**	**4.00**	**44.00**
GIS	2.00	3.00	3.00	4.00	4.00	-	4.00
Building Inspections	28.00	30.00	32.00	36.00	22.00	3.00	25.00
Planning	-	-	-	-	11.00	1.00	12.00
Code Services	-	-	-	-	3.00	1.00	4.00
Engineering	14.00	16.00	18.00	22.00	21.00	1.00	22.00
Total Development & Engineering	**44.00**	**49.00**	**53.00**	**62.00**	**61.00**	**6.00**	**67.00**
Library	5.00	5.50	7.50	8.50	9.50	1.00	10.50
Marketing and Special Events	5.00	5.50	7.00	7.00	7.00	-	7.00
Parks and Recreation	13.00	15.25	19.25	20.25	20.25	2.50	22.75
Total Culture & Recreation	**23.00**	**26.25**	**33.75**	**35.75**	**36.75**	**3.50**	**40.25**
Fire/EMS	43.00	47.00	60.00	68.00	81.00	-	81.00
Police	46.00	51.00	63.00	71.00	71.00	6.00	77.00
Total Public Safety	**89.00**	**98.00**	**123.00**	**139.00**	**152.00**	**6.00**	**158.00**

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
Streets	8.00	8.00	12.00	15.00	15.00	3.00	18.00
Total Public Services	**8.00**	**8.00**	**12.00**	**15.00**	**15.00**	**3.00**	**18.00**
Total General Fund	**194.00**	**214.25**	**259.75**	**290.75**	**304.75**	**22.50**	**327.25**
Utility Funds							
Water	23.00	23.00	23.00	25.00	25.00	4.00	29.00
Wastewater Collection	10.00	13.00	15.00	19.00	10.00	3.00	13.00
Wastewater Treatment	-	-	-	-	9.00	2.00	11.00
Utility Billing	6.00	6.00	7.00	8.00	8.00	1.00	9.00
Fleet	1.00	1.00	-	-	-	-	-
Total Water & Wastewater Fund	**40.00**	**43.00**	**45.00**	**52.00**	**52.00**	**10.00**	**62.00**
Stormwater & Drainage Fund	**4.00**	**4.00**	**4.00**	**4.00**	**6.00**	**2.00**	**8.00**
Total Utilitiy Funds	**44.00**	**47.00**	**49.00**	**56.00**	**58.00**	**12.00**	**70.00**
Other Funds							
Fleet Fund (VERF)	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total Other Funds	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total FTE's	**238.00**	**261.25**	**309.75**	**347.75**	**363.75**	**34.50**	**398.25**

TIMELINE

August 4 ✓

- City Manager's Proposed Budget and Tax Rate were presented to City Council

August 12 ✓

- The proposed budget and tax rate were discussed during the City Council Meeting
- City Council approved publishing notices and calling the public hearings for proposed tax rate

August 22 ✓

- Notices of Public Hearings on a Tax Increase and on the Budget were published in the *Celina Record*
- All notices and required information were published on the homepage and budget page of the City's website

CURRENT AGENDA

September 9

- Hold a public hearing on and consider approval of the FY 2025-2026 Budget
- Consider acceptance of Impact Statement (Recently approved by the 89th Legislature)
- Hold a public hearing on and consider approval of the 2025 Ad Valorem (Property) Tax Rate
  - Requires specific language for motion to approve (print out provided by staff)
- Consider the ratification of the property tax revenue increase reflected in the budget

FY 2025-2026
PROPOSED BUDGET AND FINANCIAL PLAN

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

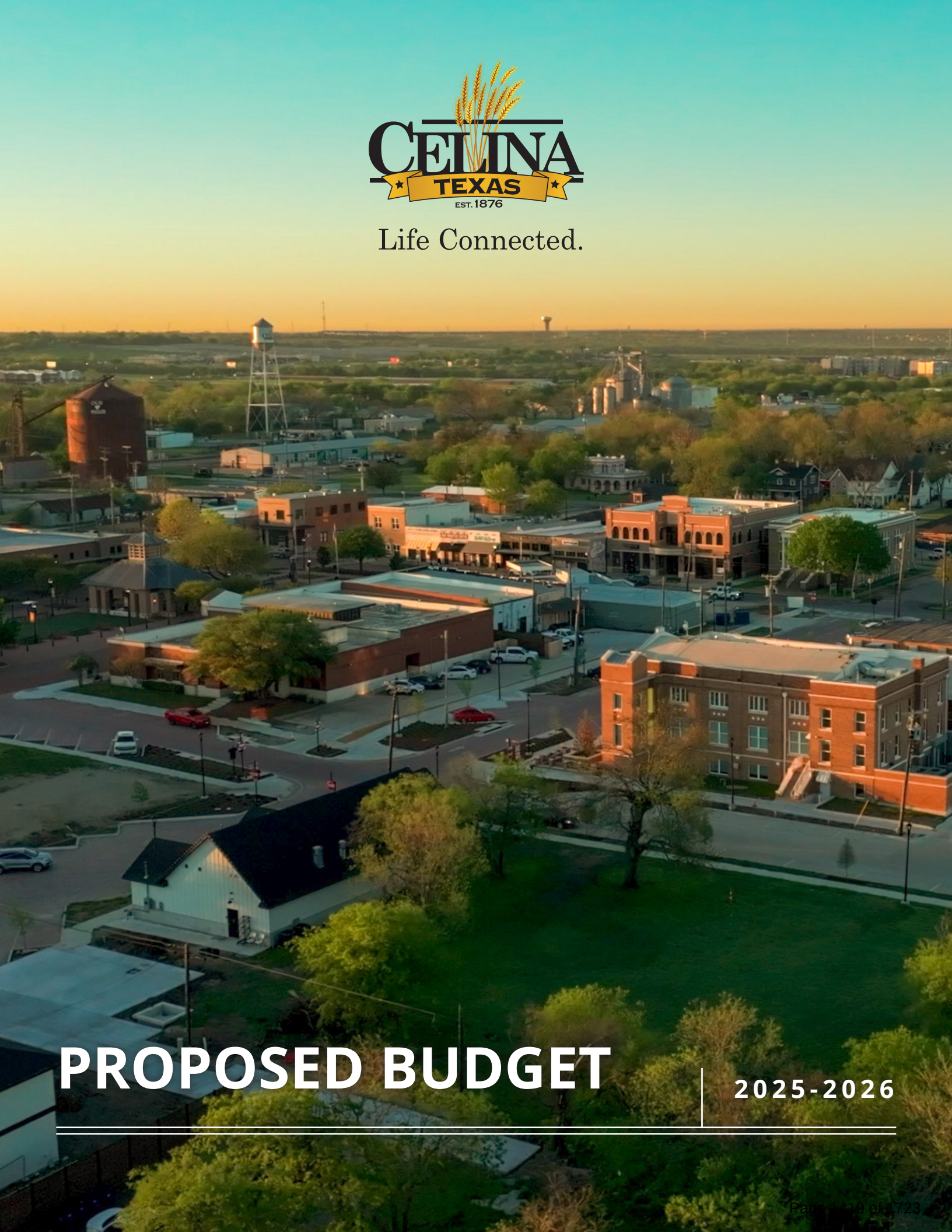
The above information is presented on the cover page of the City of Celina's FY 2026 Proposed Budget to comply with requirements of Section 102.005(b) of the Texas Local Government Code.

Tax Rate	FY 2024-25 Adopted	FY 2025-26 Proposed
Property Tax Rate	$ 0.598168	$ 0.576401
No-New-Revenue Tax Rate	$ 0.566421	$ 0.559151
No-New-Revenue M&O Rate	$ 0.277354	$ 0.255970
Voter-Approval Tax Rate	$ 0.598168	$ 0.576401
Debt Rate	$ 0.311107	$ 0.311473

The total amount of municipal debt obligations secured by property taxes for the City of Celina is $602,610,000.

CELINA
TEXAS
EST. 1876

Life Connected.



PROPOSED BUDGET

2025-2026

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Celina
Texas

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrill

Executive Director

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the City of Celina, for its annual budget for the fiscal year beginning October 1, 2024. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of October 1, 2024 to September 30, 2025 only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

CELINA TEXAS EST. 1876

Life Connected.

FY 2025-2026
PROPOSED BUDGET AND FINANCIAL PLAN

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The above information is presented on the cover page of the City of Celina's FY 2026 Proposed Budget to comply with requirements of Section 102.005(b) of the Texas Local Government Code.

Tax Rate	FY 2024-25 Adopted	FY 2025-26 Proposed
Property Tax Rate	$ 0.598168	$ 0.576401
No-New-Revenue Tax Rate	$ 0.566421	$ 0.559151
No-New-Revenue M&O Rate	$ 0.277354	$ 0.255970
Voter-Approval Tax Rate	$ 0.598168	$ 0.576401
Debt Rate	$ 0.311107	$ 0.311473

The total amount of municipal debt obligations secured by property taxes for the City of Celina is $602,610,000.

HB 1495: Lobby Reporting/Budgeting

The 86th Legislature passed HB 1495 to increase the transparency of local government lobbying. In accordance with Section 104.0045 of the Texas Local Government Code as amended by HB 1495 – Itemization of Certain Expenditures Required in Certain Political Subdivision Budgets- expense line items for public notices and lobbying efforts are provided below:

	FY 2024-25 Adopted	FY 2024-25 Amended	FY 2024-25 Estimated	FY 2025-26 Proposed
Lobbying Services	$ 5,796	$ 5,796	$ 5,796	$ 5,796
Public Notices	$ 16,600	$ 16,600	$ 16,600	$ 16,600

City Manager's Office:

Robert Ranc, City Manager

Karla Stovall, Assistant City Manager

Kimberly Brawner, Assistant City Manager

Prepared By:

Robin Bromiley, Director of Finance

Lori Heikkinen, Assistant Director of Finance

Dan Galizia, Budget Manager

A special thanks to the Marketing Department for the cover, Strategic Services for the Strategic Plan, the City Manager's Office for review and support, and all departments for their hard work preparing the budget.

Table of Contents

Budget Award 2
Truth-In-Taxation Statement 3
HB1495: Lobby Reporting/Budgeting 4
Organizational Chart 7
City Manager's Message 9
Budget Overview 19
Property Values and Tax 27
Adopted Tax Rate 28
Personnel/Full-Time Equivalents (FTE) 36
Employee Compensation 38
Fund Balance and Reserve 40
- General Fund 41
- Water/Wastewater Fund 48
- Park Fee Fund 51
- Integrity Fund 51
- Street Construction Fund 52
- Roadway Impact Fee Fund 52
- Capital Acquisition Fund 52
- Roadway Capital Recovery Fund 53
- Capital Improvement Fund 53
- TIRZ Funds 54

Fund Matrix Summary 57
City Fund Summary 58
Revenue and Expenditure Summary 60
FTE Summary 62
Debt Obligations 63
General Operating Funds
- General Fund 68
- Revenue Summary 72
- Debt Service Fund 74

CELINA TEXAS EST. 1876

Life Connected.

Table of Contents

Enterprise Funds

Water/Wastewater Fund 79
Solid Waste Fund 82
Water/Wastewater Infrastructure, Impact & Capital Fee Fund 83
Stormwater Drainage Fund 84
Utility Vehicle & Equipment Replacement Fund 87

Special Revenue Funds

Park Fee Fund 93
Hotel/Motel Fund 94
Downtown Fund 95
PEG Fund 96
Grants Fund 97
Seizures and Forfeitures Fund 98
Donations Fund 99
Court Security/Technology Fund 100
Technology Fund 101
Integrity Fund 102
Stabilization Fund 103
TIRZ #11 Fund 104
Developer Capital Fees 105
Wilson Park Fees 106
Legacy Hills Developer Fees 107

Governmental Funds

Street Construction Fund 111
Roadway Impact Fund 112
Vehicle & Equipment Replacement Fund 113
Capital Acquisition Fund 114
Road Capital Recovery 115

Capital Improvement Project Bond Fund 120

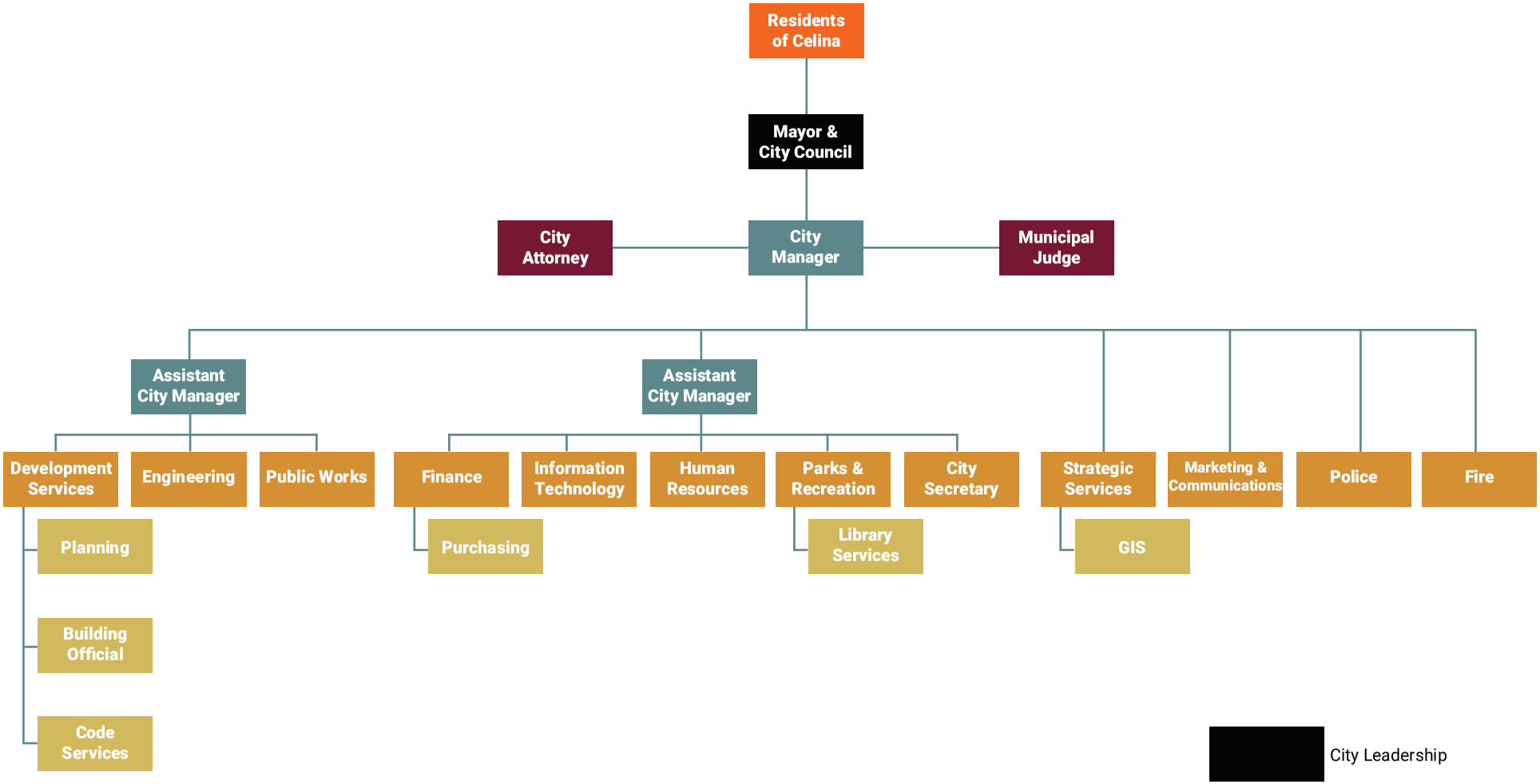
Component Units

Economic Development Corporation Fund 125
Community Development Corporation Fund 126

CELINA TEXAS EST. 1876

Life Connected.

ORGANIZATIONAL CHART



CELINA TEXAS EST. 1876

Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

Manager's Message

August 4, 2025

Honorable Mayor and Members of the City Council:

In accordance with the laws of the State of Texas and the City of Celina Charter, I am pleased to present the Proposed Fiscal Year 2025 – 2026 (FY 26) Budget for your consideration. The proposed budget is balanced across all funds and was prepared based on the guiding principles established in the City's Strategic Plan, Comprehensive Plan, and Core Values.

The City of Celina continues to experience an unprecedented time in its history. In May 2025, the U.S. Census Bureau recognized Celina as one of the five fastest growing cities in the country among cities with a population of 20,000 or more. Celina experienced an 18.2 percent population increase between July 1, 2023, and July 1, 2024. With the rate of our continuing growth, both residential and commercial, Celina is solidifying its place as one of the most important cities for the future of the Dallas-Fort Worth Metroplex.

Celina's unprecedented growth continues to provide both opportunities and challenges as the City strives to provide its residents with the exceptional level of service they rightfully expect. The results of the 2024 Bi-Annual Community Survey, which were presented earlier this year, showed that residents identified utilities, community design, the economy, safety, and the natural environment as the most important facets of livability in the community. The survey results also showed that while residents provided high ratings for the City's performance in many of these areas, including safety and the economy, residents expect improvement in areas such as mobility, parks and recreation, and community design. The Proposed FY 26 Budget, as well as the upcoming update to the City's five-year capital improvement program, seeks to maintain high performance in the areas in which residents rate the City highest, while providing resources to improve facets in which the City received lower ratings.

Over the past fiscal year, the City has made significant strides towards improving its services and enhancing the quality of life for our residents. This past October, the City broke ground on the much-anticipated Downtown Center and parking garage. The Downtown Center will be a new landmark for Celina, providing a new library, city offices, a rooftop gathering space, and nearly 400 new parking spaces. Downtown street improvements also continue to be an important priority with the recent completion of street, drainage and sidewalk improvements on Arizona Drive and Colorado Street. Additionally, construction continues at Arizona Drive from Walnut

CELINA TEXAS EST. 1876

Life Connected.

Manager's Message

Street to Pecan Street. The City also purchased approximately 23 acres of land south of Louisiana Drive which will provide for much needed drainage retention downtown, as well as a site for a future downtown recreation center.

While the City continued to support downtown's ongoing renaissance, progress continued on vital infrastructure and quality of life projects, including the construction of the southeast pump station and ground storage tank with wells located on site, the completion of the Legacy Hills Wastewater Reclamation Facility, reconstruction of Sunset Boulevard, construction of Coit Road between J. Fred Smith Parkway and GA Moore Parkway and between Vest Lane and Choate Parkway, construction of Wilson Creek Park, construction of the Parks Administration Building, and completion of the design for Fire Station #4, which will begin construction in the upcoming fiscal year.

The Proposed FY 26 Budget seeks to continue the progress made to date. The FY 25 Budget featured five focus areas: fiscal sustainability, public safety, development-related operations, infrastructure maintenance, and employee compensation and benefits. These focus areas are intended to put the needs of Celina's residents first, while ensuring the City can hire and retain the caliber of employees necessary to provide our residents with an exceptional level of service. The summary below outlines the ways the Proposed FY 26 Budget continues to focus on these important operational areas.

- **Fiscal Sustainability –** As the City continues to invest in necessary resources to ensure outstanding services to the community, it is vitally important that the City does so in a way that is fiscally sustainable. The Proposed FY 26 Budget is based on a five-year balanced budget forecast across all major funds. The five-year forecast helps us understand the effect budget decisions this year have on future years' budget.

  The proposed tax rate is $0.576401, a $0.021767 reduction from FY 25. Although there is a reduction in the absolute tax rate, the proposed rate results in an additional 3.5 percent of property tax revenue from FY 25. This is in addition to the $8,580,408 of additional revenue due to new growth rolling onto the property tax rolls. The ongoing need to provide additional City services necessitates the additional revenue proposed in this year's budget.

  The proposed budget does not include rate increases for City utilities, including the water/wastewater utility, stormwater utility, and solid waste fund. Increased water sales, wastewater sales, and connection fees are expected for the water/wastewater utility due to continued growth. Although the proposed budget does not include an increase to the water/wastewater rate, staff is approaching the completion of a rate-study and will present

Manager's Message

any potential rate increases for future years when the study is complete. Additionally, the City recently approved a new five-year solid waste contract with Community Waste Disposal (CWD), which will result in at least a 10 percent reduction in the solid waste fee charged to residents.

In addition to maintaining the required 25 percent General Fund balance, following best practices and industry standards, the Proposed FY 26 Budget maintains a $7.9 million fund balance in the Budget Stabilization Fund to protect against unexpected revenue volatility. Additionally, the Water/Wastewater Fund is maintaining a $44 million fund balance to minimize rate impacts to residents resulting from unexpected revenue volatility. Although the proposed budget expects a 16.1 percent increase in sales tax (from FY 2025 estimate), development fees (which are projected to increase by 1.4 percent) remain the City's second highest source of revenue. As the City continues to grow, diversifying the General Fund revenue base with increased sales tax must remain a high priority.

- **Public Safety –** The safety of our residents and their property remain at the forefront of priorities for the upcoming fiscal year. To that end, the Proposed FY 26 Budget includes a significant investment in new resources for both the Police Department and the Fire Department.

    - **Police Department** – The Proposed FY 26 Budget includes $2.8 million in new funding for the Police Department, a 22.9 percent increase from the FY 25 Budget. Six new full-time equivalent (FTE) positions in the Police Department are proposed: two school resource officers (75 percent of the cost of these positions will be funded by Celina ISD), a forensic detective, a crime analyst, a juvenile detective/victim's advocate, and a community services sergeant. City staff has also applied for a grant to offset the cost of four additional patrol officers. If the City receives this grant, the budget will be amended to authorize these additional positions.

      In addition to the proposed new personnel, the proposed budget includes a significant investment in new and replacement equipment, training enhancements, service enhancements, and vehicles. Notable among these investments are additional funds for a commercial vehicle enforcement truck, as well as additional enhancements and equipment for commercial vehicle enforcement ($153,179), replacement patrol radios ($42,000), drone unit enhancements ($19,800), and additional Flock Safety Cameras ($23,100) to improve the Police Department's awareness and response to stolen vehicles, AMBER alerts, GRAY alerts, and BLUE alerts.

Manager's Message

- **Fire Department** – The Proposed FY 26 Budget includes $3.5 million in new funding for the Fire Department, a 31.5 percent increase from the FY 25 budget. Since his arrival in 2024, Chief White has recommended that the Fire Department needs to transition to a four-person operational model for emergency response. To achieve that goal, the City has submitted for a SAFER Grant to fund 18 new firefighters, which will achieve the goal of establishing a four-person operational model and complete staffing needs for the upcoming construction of Fire Station #4.

  In addition to the new personnel, the proposed budget includes new radios and SCBA equipment associated with Fire Station #4 ($233,500). The proposed budget also includes investments in firefighter wellness, including funding for wellness preventative body scans ($35,975), bunker gear dryers ($20,000), SCBA fit testing machine ($13,500), and replacement bunker gear ($131,000).

- **Development-Related Operations –** The City's development-related operations, particularly in the Development Services and Engineering Departments, continue to face some of the heaviest workloads in the region. This past year, the City commissioned a review of its development operations by Baker Tilly Advisory Group. Based on its review, Baker Tilly provided 27 recommendations to improve the services provided by the departments supporting development-related operations. Among the recommendations, the need for new development application software and additional staffing were clearly articulated. The City recently purchased new development application software and has begun implementation. Further, the Proposed FY 26 Budget includes the following additional resources:

  - **Development Services Department** – The Proposed FY 26 Budget includes $876,545 in new funding for the Development Services Department, a 20.2 percent increase from the FY 25 Budget. The proposed budget includes the following new positions: a permit technician, a plans examiner manager, a building inspector, a development coordinator, and a rental inspector. These new positions will provide much-needed support and help improve the service we provide to our customers in the development community.

  - **Engineering Department** – In FY 25, the City increased the Engineering Department's budget by 30.7 percent from the previous fiscal year, adding four new positions to support the department's high workload. The Proposed FY 26 Budget includes an additional $151,071 increase in funding, a 4.3 percent increase from the FY 25 Budget. The proposed budget includes a new senior right-of-way inspector to provide

Manager's Message

additional field support for the many infrastructure projects occurring throughout the City.

- **Infrastructure Maintenance –** As outlined above, the City continues to make progress on both new street construction and ongoing infrastructure maintenance; however, the City must preserve an ongoing dedication of resources to address the many maintenance needs for the City's streets, drainage, and water and wastewater infrastructure.

    - **Streets Maintenance** – The Proposed FY 26 Budget includes approximately $425,00 to provide for an additional streets crew (three positions and associated vehicles and equipment). The proposed budget also includes a $509,000 investment in new equipment to improve the crews' ability to perform necessary maintenance. Notable among the proposed new equipment is a pneumatic tire roller ($142,000), a woodchipper ($277,000), and new brine equipment to improve street safety during winter storms ($39,650).

      In addition to the investment in operational resources summarized above, approximately $7 million in excess general fund balance is proposed for re-allocation to capital projects for streets and drainage maintenance.

    - **Water and Wastewater –** The Proposed FY 26 Budget includes $3,512,264 in new funding for operations, a 14.7 percent increase from the FY 25 Budget. The proposed budget includes funding for a new water crew leader, a water utility line maintenance worker, a valve and hydrant utility line maintenance worker, and a meter technician in water operations. Additionally, the proposed budget includes two wastewater utility line maintenance workers, wastewater conveyance crew leader, operator for the Legacy Hills Wastewater Reclamation Facility (WRF), and operator for the Downtown WRF.

      In addition to the investment in personnel summarized above, the Proposed FY 26 Budget includes $119,500 for a mini dump truck for wastewater operations, as well as $50,000 for sprinkler rain freeze sensor checkups.

    - **Stormwater Drainage –** The Proposed FY 26 Budget includes $160,778 in new stormwater drainage operations funding, a 17.8 percent increase from the FY 25 budget. The proposed budget includes funding for a street sweeper driver and a street sweeper worker. Additionally, the proposed budget includes a $856,600 investment for a vac truck and $325,470 for a street sweeper. Further, the proposed

Manager's Message

budget includes $36,870 for a crash attenuator trailer and $14,362 for a 24" compaction wheel attachment.

- **Employee Compensation and Benefits –** Hiring and retaining top talent is important to ensure outstanding City services both today and into the future. As Celina continues to take its place as one of the premier communities in the Dallas-Fort Worth Metroplex, we face the ongoing challenge of attracting and retaining employees in one of the most competitive talent markets in the country. This past year, the City completed a salary study to assess how the City's compensation compares to the market for our many different positions. Although the goal is to be in the upper quartile of market compensation, the City's developing revenue resources dictates a measured approach to employee compensation, balancing the need for hiring new employees while maintaining competitive compensation.

  Accordingly, the Proposed FY 26 Budget includes market adjustments to ensure all employees are in the 50th percentile of market compensation. The market adjustments will not affect employees who are already at or above the 50th percentile of market compensation, and the market adjustments will not be the same for all employees. This approach allows the City to maintain competitive market compensation while ensuring ongoing fiscal sustainability.

  - **Public Safety Employee Compensation –** The proposed budget includes $452,564 to fully fund the annual 3 percent step increase for the public safety compensation plan. Additionally, the proposed budget includes $813,275 to fund the market adjustments necessary to ensure that all public safety employees are compensated at the 50th percentile of the market.

  - **General Government Employee Compensation –** The proposed budget includes $519,601 to fully funding the annual 3 percent step increase for the general government compensation plan. Additionally, the proposed budget includes $731,000 to fund the market adjustments necessary to ensure that all general government employees are compensated at the 50th percentile of the market.

The Budget Overview, City Fund Summary, and Fund Budgets that follow this letter will provide an overview of revenue and expenditure budgets for FY 2026 and the financial impact comparison to the previous fiscal year.

With continued investment in City operations, infrastructure, and employees, I am confident the Proposed FY 26 Budget will position the City of Celina to be successful today and into the future.

CELINA TEXAS EST. 1876

Life Connected.

Manager's Message

With the continued support of the community and City Council, and the ongoing dedication of our outstanding staff, we will move boldly to achieve Celina's highest potential.

Respectfully submitted,

Robert E. Ranc, Jr.

Robert E. Ranc, Jr.
City Manager

Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

Fiscal Year 2025 - 2026

Budget Overview

CELINA
TEXAS
EST. 1876
Life Connected.

Budget Overview

Introduction

The Budget Overview for fiscal year 2026 is designed to provide a comprehensive and accessible summary of the City's financial plans, priorities, and projections. As the community continues to grow, it is important to ensure that the budgeting process is transparent, responsible, and reflective of the needs and aspirations of the community.

The purpose of the Budget Overview is to present a clear and concise picture of how the City allocates its resources to support ongoing services and address the needs of a growing community. Our goal is to provide an easy-to-understand guide that allows every resident to see where their tax dollars are going and how these expenditures contribute to the overall well-being of our City.

Transparency and fiscal responsibility are cornerstones of our approach. We are committed to ensuring that today's decisions promote long term sustainability. This document highlights the efforts to manage the City's finances prudently while addressing the immediate and long-term needs of the growing population.

Budget Process

Budget Development

The annual operating budget for the City of Celina is the culmination of many hours of work that continues through the year until the adoption of both the tax rate and budget in September. City management, department directors, and staff collaborate throughout the budget process, prioritizing the community's needs in alignment with the City Council's strategic plan and core values. A biennial resident survey is conducted to update the strategic plan, ensuring that it reflects the community's evolving priorities.

Celina's core values, which are the foundation of the departmental budgets, are as follows:

- Maximize efficiency through **Excellence**
- Place the **Community** first
- Make ethical (**Integrity**) decisions
- Be **Service** focused

The City of Celina's internal core value system stems from the philosophy of Servant Leadership and the belief that as public servants, all actions stem from the obligation to put the needs of the residents first and dedicate our decision making and actions to the ideal that City employees exist

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

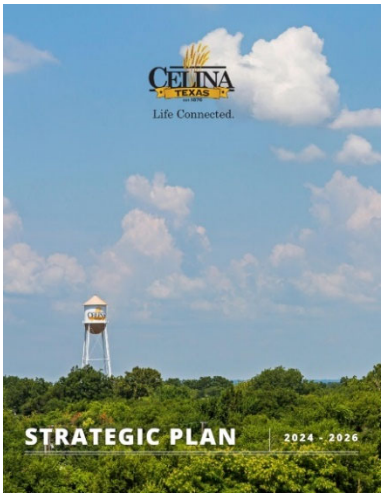
to serve the people. These Core Values represent our highest aspirations, our moral code, and what we are deeply passionate about.

All of this in tandem embodies “Life Connected.” making a genuine connection from the City to all residents and businesses. Living “Life Connected.” is how we as the City, bring life to our core values; ensuring every decision about the City is made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success. These resident surveys, strategic plans, and core values are designed to work in conjunction and are designed to serve as the foundation for each annual budget.

The City of Celina’s mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections. In July 2024, to accomplish this mission, the City Council adopted its updated 2024 - 2026 Strategic Plan.

The nine strategic plan goals for 2024-2026 are:

1. **Be** the **Life Connected. City**
2. **Be** the **Unique City**
3. **Be** the **City** of the **Future, Connected** to the **Past**
4. **Be** the **City Built** on **Public Safety**
5. **Be** the **City** of **Sustainable Economic Growth**
6. **Be** the **City Built** on **Infrastructure**
7. **Be** the **City** of **Small Business**
8. **Be** the **City** that **Shares Our Story**
9. **Be** the **City** of **Servant Leaders**



By adhering to the Strategic Plan, the City will focus fiscal decisions on actionable items that will positively impact the community.

The city management reviews all budget requests for alignment with Council direction and the City’s Strategic Plan. The strategic plan and proposed budget outline a path that will ensure that Celina maintains its rural and welcoming feel while facilitating new development and improvements in the right way.

CELINA
TEXAS
EST. 1876
Life Connected.

Budget Overview

Budget Schedule



The annual budget process for the City of Celina begins each January with the development of the budget calendar, outlining key dates for the upcoming year, and a budget manual detailing the essential components each department is responsible for. The City of Celina utilizes a budget planning software to aid in the development of the upcoming year's budget and future planning years.

In March and April, Finance provides up-to-date information and assists with any questions as departments finalize their budget requests. Preliminary budgets are submitted for review by the City Management team in April. Following submission, Finance completes a review of all department budget submissions, revenues, and expenditures for the new year and makes necessary adjustments. This process is completed by the end of May each year.

City Council works on an annual strategic plan and strategic goal update in the spring. The direction given by the strategic plan drives the budget process forward by providing goals and direction.

The Strategic Plan is reviewed and updated quarterly to monitor and track the progress of strategic initiatives. The monthly update serves as reminders to department directors and city management of the vision identified by the City Council for the upcoming fiscal year.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

A Budget Workshop with City Management, Finance, and each department is held in June. During this workshop, the City's financial position is discussed, and budget priorities for the upcoming year are set. Base budgets, capital budgets, and new staff requests for each department are assessed, and adjustments are made to balance the budget. This workshop allows each department time to discuss their goals, accomplishments, and budgetary needs with City Management.

Certified appraisals from both Collin and Denton Counties are received at the end of July. Following this, Finance formulates a final proposed operating budget that is balanced and conforms to the City's fund balance requirements.

In early August the City Manager presents the proposed budget to the City Council in a council workshop. At the August City Council meeting, staff presents an updated budget based on Council's feedback. Notices of public hearings are published to invite residents to provide input on the proposed budget and tax rate. In September, public hearings are held to gather public feedback on the proposed budget and tax rate, and any remaining questions are addressed. The last step is the formal adoption of the tax rate and budget by ordinance during the September council meeting. Once adopted, the tax rate and budget go into effect October 1st for the start of the new fiscal year.

Throughout the year, staff may adjust the budget through transfers within the same fund, so long as the maximum approved expenditures are not exceeded. Staff may also take budget amendments to Council for consideration to increase total expenditure authorization.

Resident Involvement

Residents are encouraged to be involved in the budget process. The FY 2026 budget is brought before City Council on three occasions to ensure transparency and public participation. The first is the City Manager's Proposed Budget Workshop, where the City Manager presents the Proposed Budget in detail. The second occasion is at the regular City Council Meeting in August, where the no-new-revenue and voter-approval tax rates are submitted to City Council and the budget is discussed again. The third occasion is at the regular City Council meeting in September, during which a public hearing is held on both the proposed property tax rate and budget. This hearing allows for public feedback before the final vote to adopt.

The City of Celina conducted resident surveys in 2018, 2020, 2022, and 2024. These surveys are used to gauge the level of satisfaction with City services and identify areas for improvement. They play a crucial role in the development of the strategic plan and budget priorities. The areas

Budget Overview

identified for greatest improvement in the 2024 survey were the roads, water and sewer services, and providing parks and recreation opportunities.

Highlights of the 2024 Resident Survey

- **Highest-performing areas:**
  - Over 8 in 10 respondents provided excellent or good scores to Celina as a place to live, with a similar proportion stating that they planned to remain in Celina for the next five years.
  - Many ratings for inclusivity and engagement items saw statistically significant increases from 2022, with the overall sense of civic/community pride scoring higher than comparison communities.
  - Although many measures for affordability continued to score below the national benchmark, some items did see significant increases from 2022, including the availability of affordable quality health care, the availability of affordable quality mental health care, and the availability of affordable high-speed internet access.
  - Residents continue to feel safe in Celina, with around 9 in 10 giving excellent or good reviews of their overall feelings of safety, higher than national averages.

- **Lowest-performing areas:**
  - Recreational and fitness opportunities, as well as recreation centers or facilities, scored much lower than the benchmark.
  - Residents continued to identify employment conditions within Celina as a potential area of focus, with Celina as a place to work (41%) and employment opportunities (27%) both scoring below the national benchmark.
  - Although ratings for most mobility measures were similar to the 2021 results, the ease of travel by bicycle, the ease of walking, and street repair scored lower than national comparisons.

These resident surveys provide valuable feedback that helps shape the City's priorities and ensures that the budget reflects the community's needs and aspirations.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Budget Calendar

02/20/25	Budget team sends Budget Calendar, Manual, and 5-Year Staffing Request form
02/20/25	Budget Kickoff - Directors update: - FY 2025 Estimates - FY 2026 Budget Year - FY 2027 Planning Year - FY 2028 Planning Year - FY 2029 Planning Year - FY 2030 Planning Year
03/18/25	Staffing forms are due to the budget team no later than March 18th for entry into mBudget.
04/15/25	**Budgets are Due -** Current year estimate, FY 2026 Base, future planning years, and decision packages.
06/12/25 - 06/18/25	**Budget Workshop -** Directors present departmental overview and proposed budget to City Management
6/19/2025 - 7/10/2025	**Internal Budget Meetings -** City Management and Finance build and balance the budgets.
07/25/25	Receive Certified Appraisal Rolls from Chief Appraiser §26.01(a) - Denton and Collin CADs
08/04/25	**City Council Special Meeting**
	·City Manager and Finance Team present preliminary budget to Council for feedback
08/12/25	**City Council Meeting**
	·Review proposed budget and tax rate based on Council feedback (Work Session)
	·Submit no new revenue and voter approval tax rates to City Council (Action)
09/09/25	**City Council Meeting**
	·Hold TIRZ Board Meetings for budget adoption
	·Hold Budget Hearing
	·Hold Tax Rate Hearing
	·Adopt Tax Rate
	·Adopt Budget
	·Ratify Tax Rate
10/01/25	Start of Fiscal Year 2026

Budget Drivers

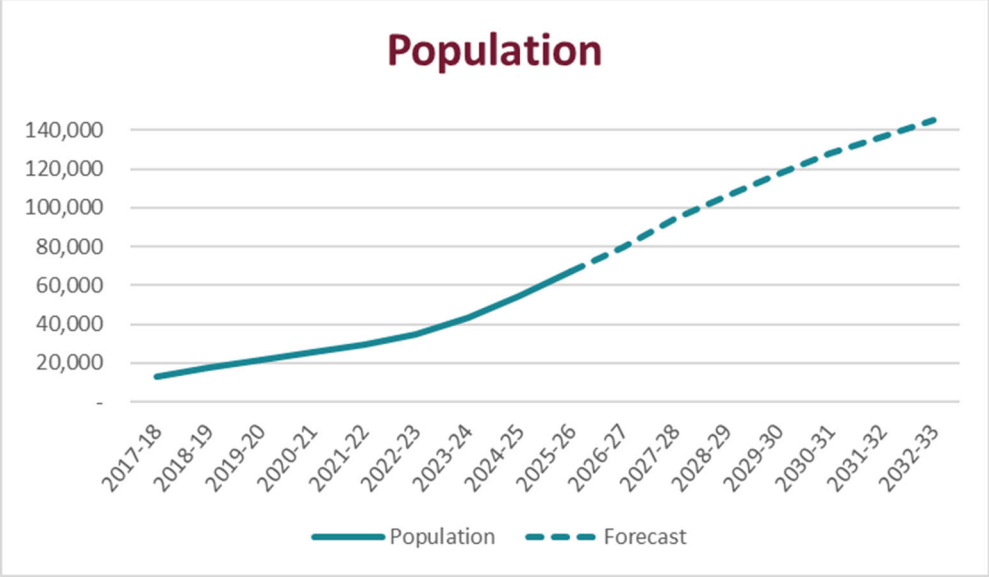
Population Growth

In 2023, the U.S. Census Bureau named Celina the fastest-growing city in America, among cities with a population of 20,000 or more. Celina has established a reputation for having high development standards and a great public school system with Celina and Prosper ISDs that have drawn businesses and families to the area. They noted that Celina “grew by 26.6%, more than 53

CELINA TEXAS EST. 1876
Life Connected.

Budget Overview

times that of the nation's growth rate of 0.5%". With the rapid growth comes a demand for new and increased City services at a rapid pace.



Population History and Projection - City of Celina.

Increasing Demand for Services

As Celina continues to grow, additional service levels for streets, water and sewer, parks and recreation, and public safety were all identified as priorities by residents and City staff. The development community has also expressed a need for enhanced development and engineering services to meet increasing demand and rising construction activity.

Celina's growth is occurring in widely dispersed subdivisions, often separated by undeveloped farmland. This pattern presents unique challenges for service delivery and requires long-term planning for a full buildout that may not be realized for thirty years or more. Response times for emergency services, access to parks and recreation facilities, and the evolving mobility needs of the community are all key considerations in the budget and the City's five-year Capital Improvement Plan (CIP).

To meet these demands, the City is actively designing, constructing, and planning a range of Capital Improvement projects. These initiatives span streets, parks, administrative facilities, water infrastructure, and wastewater treatment systems. In 2024, the City opened the Ralph O'Dell Senior Center, Fire Station 3, and the new Police Headquarters. A downtown parking garage and government center are currently under construction, and Fire Station 4 is in the design phase and scheduled to break ground in 2026. These investments are vital to supporting Celina's growth and ensuring continued high-quality service delivery to residents and businesses.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

The following budget overview provides details regarding the City's revenue sources and how those revenues are invested in high priority services for residents and businesses. Across all funds, the FY 2025 budget prioritizes public safety, development services, infrastructure maintenance and expansion, financial sustainability, and employee compensation.

Revenue Constraints

At present, the primary source of revenue for the General Fund is property taxes, followed closely by development fees, and then sales taxes. In Texas, property and sales taxes are the most stable revenue sources for cities. Established cities rely less on one-time revenues such as development fees than Celina. Rapid growth generates a lot of development fees, and Celina has not yet experienced the large-scale retail development that generates sales tax.

There is a risk to the City when funding ongoing expenditures with one-time revenue sources, such as development fees. To address this risk, Celina has used numerous strategies. The City maintains additional stabilization reserves for the General Fund and Water/Wastewater Fund in case one-time revenues do not meet targets. Five-year forecasts were created for the General Fund, Water/Wastewater Fund, and Stormwater Fund. The forecasts included population growth and revenue assumptions, future CIP costs, new service additions, and inflationary increases for existing services. The forecasts help to plan and mitigate future year tax and rate changes as well as increases in services.

The EDC is hard at work attracting new businesses to Celina which will bolster the sales tax revenue. The City expects multiple big box retailers to begin construction in FY 2026.

The City contracted with Willdan Group Inc. to complete a rate study for the Water/Wastewater Fund. The study identified the need for future year rate increases, however the City intends to mitigate these rate increases by using one time capital and impact fees to pay for capital infrastructure projects.

Financial Overview

Combined Budget Summary

The Combined Budget Summary is inclusive of the General Operating funds, Enterprise funds, Special Revenues funds, Governmental funds, Capital Improvements funds, and Component Units.

The Combined Budget Summary is in the section entitled City Fund Summary and shows a detailed look at revenues and expenditures by category. Each fund identified on this schedule shows beginning balances, revenues, and expenditures. Revenues are broken down by type and

Budget Overview

expenditures are broken down by category including General Government, Public Safety, Development Services and Engineering, Recreation and Culture, Public Services, Utilities, Debt Services, and Transfers Out.

The City of Celina utilizes a fiscally conservative strategy when projecting revenues and expenditures. Revenue and expenditure patterns are closely monitored so that adjustments can be made readily throughout the year with amendments going before the City Council for approval.

Total Combined Revenues

The City of Celina takes a stable approach when projecting revenues. Residential and commercial growth, along with economic expectations, are primary drivers in estimating revenues. In the past several years, the City of Celina has enjoyed a relatively stable upward revenue trend. This trend is caused by growth in population, property values, sales tax, and the development of residential communities. While monitoring changes in building permit fee revenues, the City still anticipates residential growth during the next several years.

The City of Celina is striving to diversify its revenues, expand the City tax base through economic expansion, maintain healthy financial reserves and hire and retain a top-quality workforce. The City strives to deliver services in a customer friendly, pro-business, and pro-development manner.

The major sources of revenue for the City of Celina are Property Taxes, Sales Taxes, Licenses and Permits, and Rates, Fees, and Charges. All sources of funding with the exception for the Capital Improvement Project fund (CIP) planned for FY 2025-26 is $220.0 million, an increase over the adopted FY 2024-25 revenue budget by $43.54 million or 24.68%.

Revenue Sources for all Funds by Category

Sources of Funds	2024 - 2025 Adopted	2025 - 2026 Proposed	Change Year Over Year	% Change	% of Total
Property Taxes	$ 44,739,047	$ 55,296,800	$ 10,557,753	23.60%	25.14%
Sales Taxes	9,553,800	12,634,993	3,081,193	32.25%	5.74%
Franchise & Other Taxes	1,588,700	2,045,000	456,300	28.72%	0.93%
Licenses & Permits	13,875,000	21,505,000	7,630,000	54.99%	9.78%
Rates, Fees and Charges	79,275,786	92,921,445	13,645,659	17.21%	42.24%
Misc/Intergovernmental	6,033,047	6,242,114	209,067	3.47%	2.84%
Interest Income	9,267,590	9,275,621	8,031	0.09%	4.22%
Transfers In	12,122,967	20,076,546	7,953,579	65.61%	9.13%
Total Sources	**$ 176,455,937**	**$ 219,997,519**	**$ 43,541,582**	**24.68%**	**100.00%**

Note: Chart does not include bond funds.

Life Connected.

Budget Overview

Property tax is a major revenue source for the City. It provides revenue for general government operations, debt payments, and tax increment reinvestment zones (TIRZ) funds. This year, $55.30 million has been budgeted for all property tax collections including delinquents, penalties, and for payments to the TIRZ.

Sales tax revenue for all funds is expected to grow 32.25% over last year. A budget of $12.63 million has been forecast for the upcoming year across all funds. Celina has enjoyed continued sales tax growth year over year. The original adopted sales tax budget for FY 2023-24 was $7.41 million and FY 2024-25 was $9.55 million. Sales tax revenue is net of all sales tax rebates and contractual agreements.

Rates, fees, and charges for service is the largest source of revenue for the City and is budgeted in FY 2026 at $92.92 million and represents about 42.24% of the City's revenue. The increase in rates, fees, and charges over FY 2025 is $13.65 million or about 17.21% and is largely attributed to growth in population resulting in increased use of services in the utilities. Water and wastewater services represent $55.48 million or 59.70% of the $92.92 million budgeted for rates, fees, and charges for service. Of the water and wastewater $55.48 million, $26.88 million or 28.93% comes from water sales, $17.70 million or 19.04% for wastewater sales, $8.62 million or 9.28% from water/wastewater connection fees, and $2.28 million or 2.46% from other services including meter and developer revenue.

The Solid Waste Fund contains all revenues and expenditures for contracted solid waste services and provides for the collection and disposal of solid waste, including recycling. Rates and fees for services are budgeted at $5.93 million for the upcoming year, other taxes and interest are $473,000, and the total revenue for the Solid Waste Fund is $6.41 million. Operational costs for solid waste services are budgeted at $6.32 million.

Another major source of revenue originates from Licenses and Permits. These revenues are generated for services rendered and user fees charged for permits, construction inspection fees, fire/EMS fees, police fees, and other related services. Revenue of $21.51 million is budgeted for FY 2025-26 which is an increase of $7.63 million or 9.78% over the adopted FY 2024-25 budget.

Interest income is budgeted relatively flat in FY 2025-26 at $9.28 million which is an increase of $8,031 or 0.09%. This is due to interest rates staying relatively flat. Does not include CIP funds.

Transfers in are a part of the total sources of funds and are budgeted at $20,076,546. This number reflects one-time transfers for infrastructure improvements and reimbursement of in-kind services across the funds. The remaining revenue is attributable to other types of services such

Budget Overview

as intergovernmental agreements. The transfers also include the funding for the vehicle equipment replacement funds for both the General Fund and the Water/Wastewater Fund.

Property Taxes

Property taxes are a revenue source for the General Fund and Debt Service Fund. Property taxes are the second largest revenue source of the City, behind rates, fees, and charges for services. They are a stable and ongoing revenue source.

Property Values and Tax Levy

According to the Collin and Denton Central Appraisal Districts, the grand total freeze adjusted certified taxable value is $10,323,236,310. This value is 28.26% or $2.274 billion more in assessed valuation than tax year 2024 adjusted taxable value (as of 07/25/2025). Of this increase, $1,488,617,891 is attributable to new taxable values added to the tax roll which includes improvements and personal property.



Historical taxable property values.

Life Connected.

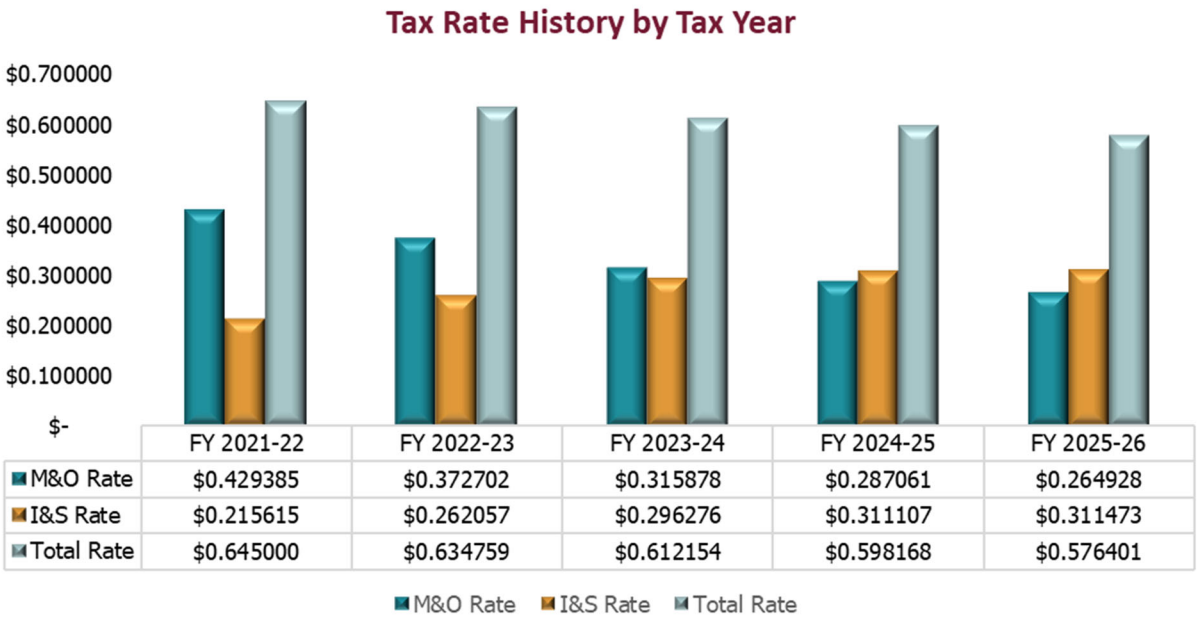
Budget Overview

Property Tax Rate

The City strives to maintain a tax rate that provides adequate revenue to fund the needs of a rapidly growing community now and into the future while also promoting a competitive rate compared to nearby cities. As the City grows so will the demands for service, the tax revenue will also need to increase due to the growing population and rooftops. This year, the City has proposed a tax rate of $0.576401 to meet these objectives. The proposed tax rate is the voter approval rate, which limits property tax revenue on existing properties by 3.5%.

The proposed tax rate of $0.576401, is a tax rate reduction from the FY 2025-25 tax rate of $0.598168. Of the total tax rate of $0.576401, $0.264928 or 45.96% is dedicated to maintenance and operation expenses and $0.311473 or 54.04% is dedicated to general debt service.

The average taxable single-family home value is $603,648 as of July 2025. At a property tax rate of $0.576401, the City tax paid on the average single-family home will be approximately $3,479. For comparison purposes, homeowners pay approximately $576 per $100,000 in assessed value.



	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
M&O Rate	$0.429385	$0.372702	$0.315878	$0.287061	$0.264928
I&S Rate	$0.215615	$0.262057	$0.296276	$0.311107	$0.311473
Total Rate	$0.645000	$0.634759	$0.612154	$0.598168	$0.576401

Historical picture of the City's tax rate history for maintenance & operations and interest & sinking.

Life Connected.

Budget Overview

Sales Tax

Over the past five years, Celina has situated itself among the top cities in terms of smart growth. By focusing on high standards and master planning, Celina residents can rest assured that they live in a unique and beautiful community. Celina has established a presence in North Texas and has now gained the attention of commercial developers. Sales tax revenue will continue to increase as commercial development begins matching the pace of Celina's population growth.

The sales tax rate for the City is 2.0% of which, half is allocated to the General Fund (1%), a quarter allocated to the Community Development Corporation (CDC) (0.5%), and a quarter is allocated to the Economic Development Corporation (EDC) (0.5%).

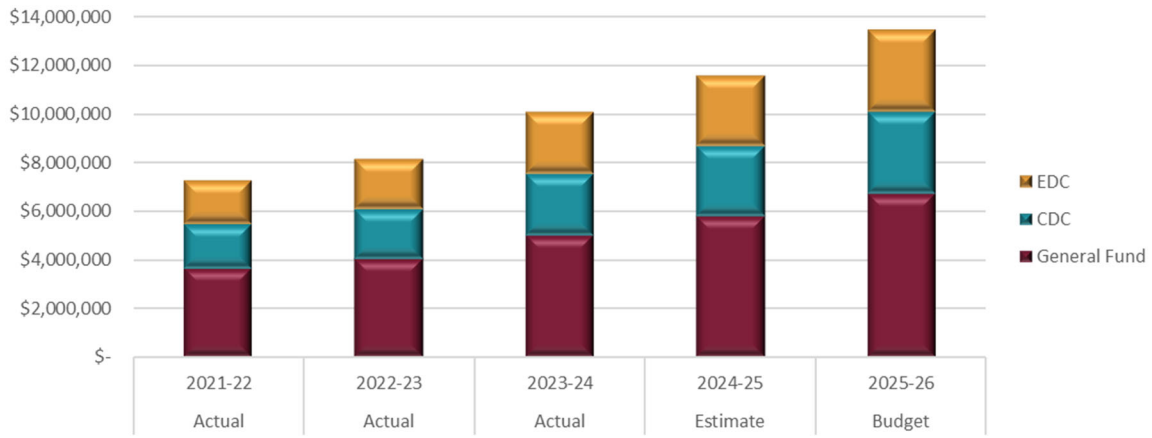
The proposed budget includes a 16.1% increase in sales tax revenue compared to the FY 2025 estimated collection. This is based on trends over the last few years. In FY 2027 and FY 2028 sales tax is expected to grow at even grates rates, as big box retailers begin to open. The charts below depict city-wide sales tax revenue over the past 5 years.

Sales Tax 5-Year History

Fiscal Year	General Fund	CDC	EDC	Total
2025-26[1]	$ 6,736,860	$ 3,368,430	$ 3,368,430	$ 13,473,720
2024-25[2]	5,802,260	2,901,130	2,901,130	11,604,520
2023-24	5,047,477	2,523,738	2,523,738	10,094,953
2022-23	4,087,162	2,043,581	2,043,581	8,174,324
2021-22	3,666,061	1,833,031	1,833,031	7,332,123

1 – Proposed Budget
2 – Estimate

Sales Tax History



Life Connected.

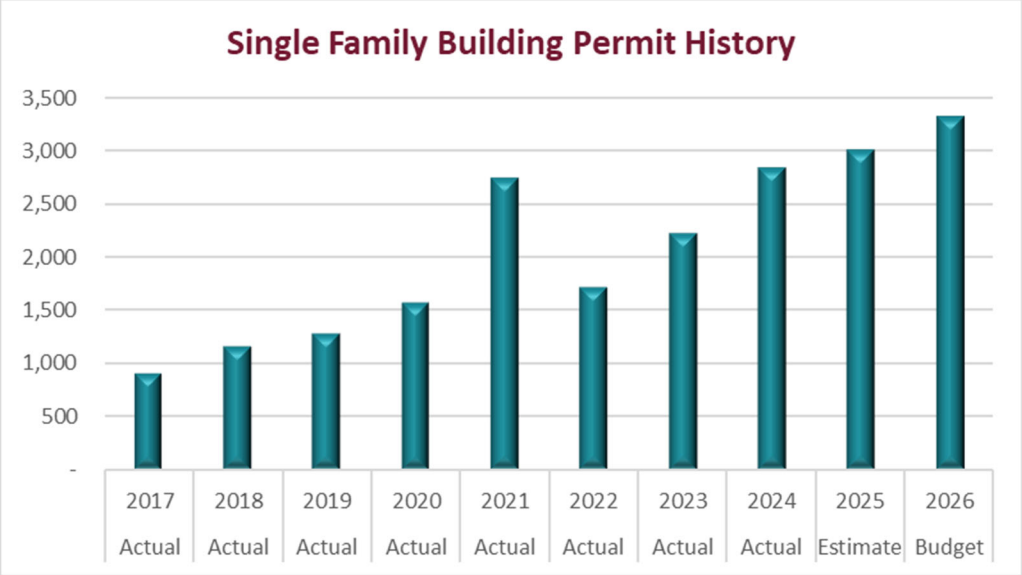
Budget Overview

Licenses and Permits

License and permits fees constitute one of the primary sources of revenue for the City, making it the second largest contributor to the General Fund. Celina's overall license and permits revenues have been steadily increasing, aligning with the growth in population and housing developments.

While Permit Revenue has increased, it is considered a volatile, one-time, revenue. It can be challenging to use permit revenue for significant recurring expenses, as it can change significantly if building slows. As commercial development continues to expand, recurring sales tax revenues are expected to rise, providing greater flexibility in budget allocations. This shift will gradually reduce the City's reliance on one-time permitting revenues.

Looking ahead, the revenue outlook for fiscal year 2026 appears promising, indicating positive prospects for the City's financial position and ability to meet its future needs.



Building Permits Issued for Single Family Residential (SFR) by Fiscal Year.

Life Connected.

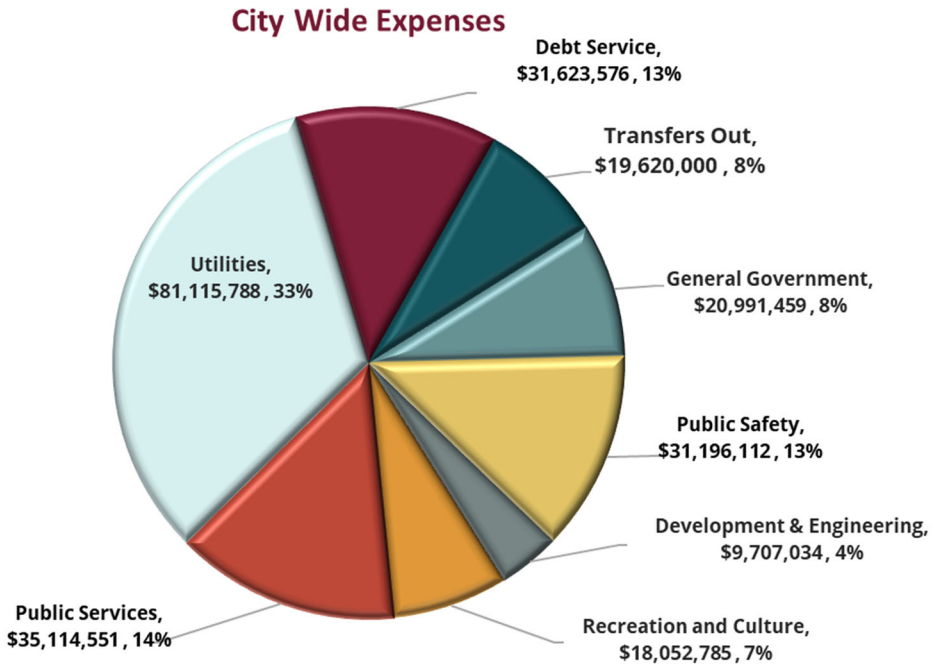
Budget Overview

Total Combined Expenditures

Expenditure Sources for all Funds by Category

Use of Funds	2024 - 2025 Adopted	2025 - 2026 Proposed	Change Year Over Year	% Change	% of Total
General Government	$ 15,462,010	$ 20,991,459	$ 5,529,449	35.76%	8.48%
Public Safety	23,437,014	31,196,112	7,759,098	33.11%	12.61%
Development & Engineering	8,909,766	9,707,034	797,268	8.95%	3.92%
Recreation and Culture	10,242,801	18,052,785	7,809,984	76.25%	7.30%
Public Services	34,853,772	35,114,551	260,779	0.75%	14.19%
Utilities	64,541,146	81,115,788	16,574,642	25.68%	32.78%
Debt Service	23,626,642	31,623,576	7,996,934	33.85%	12.78%
Transfers Out	11,841,421	19,620,000	7,778,579	65.69%	7.93%
Total Uses	**$ 192,914,572**	**$ 247,421,305**	**$ 54,506,733**	**28.25%**	**100.00%**

Note: Chart does not include bond funds.



Note: Graph does not include bond funds.

The operating budget is a combination of all costs to accomplish comprehensive citywide business including transfers and debt service payments except for the Capital Improvement Project (CIP) Funds. Use of Funds for total combined expenditures is broken down by General

CELINA TEXAS EST. 1876

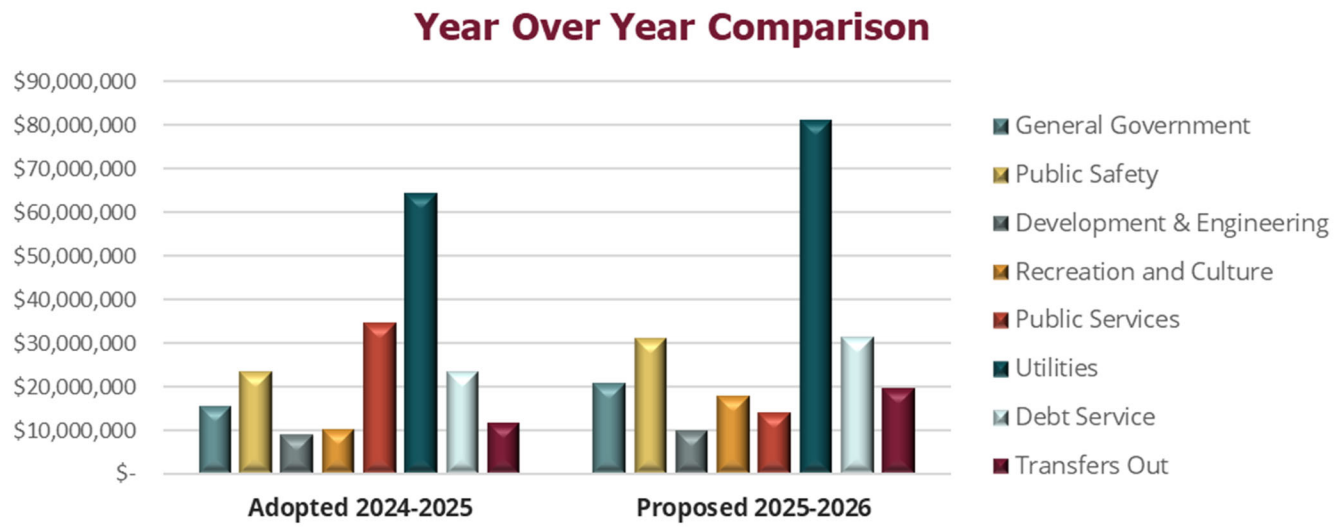
Life Connected.

Budget Overview

Government, Public Safety, Development and Engineering, Recreation and Culture, Public Services, Utilities, Debt Service, and Transfers. The total of the combined operating expenditure budget for FY 2026 is $247.42 million, compared with $192.91 million budgeted in FY 2025. This is an increase of $54.51 million or 28.25%.

The General Government budget increased $5.53 million or 35.76% over FY 2025 to $20.99 million. This increase includes the EDC, Technology Fund and Integrity Fund one-time purchases, and general government operating, including 4.0 FTEs. Public Safety increased $7.76 million or 33.11% over the adopted FY 2025 budget to $31.20 million. This increase includes 6.0 positions, one-time capital purchases, a 3% step pay increase, and market adjustment pay increases. Development and Engineering increased $797,268 or 8.95% to $9.71 million. The increase is primarily due to 6.0 new positions. Recreation and Culture increased $7.81 million or 76.25% to $18.05 million due to one-time capital expenses that are budgeted in the Park Fee Fund in FY 2026. Additionally, Recreation and Culture is adding 3.5 FTEs. Public Services increased $260,779 or 0.75% to $35.11 million due to planned one-time capital purchases in Street Construction, Roadway Impact Fee, and Road Capital Recovery Funds that occurred in FY 2025 rolling over to FY 2026. Utilities increased $16.57 or 25.68%, to $81.12 million due to debt payment increases, operating increases, one-time capital purchases in FY 2026. Debt Service and Transfers proposed budget total $51.24 million in comparison to the adopted FY 2025 budget of $35.47 million.

The City Fund Summary section of this document provides more detail regarding the individual fund budgets and the total expenditures broken down per fund.



Year over year expenditure comparison of core operating functions.

Life Connected.

Budget Overview

Budget Additions by 2024-2026 Strategic Plan Goals

The proposed budget is based on accomplishing the 2024-26 Strategic Plan and addressing priorities from the resident survey.

The list of additions and capital projects below represent additions to the budget specifically to address goals identified by the Strategic Plan.

1. **Be the Life Connected. City:** Focus areas include policy decisions, governance, and partnerships that aim to keep residents, visitors, and businesses invested long-term.
    a. Addition of a Library Youth Services Supervisor, Parks Senior Administrative Specialist, and increased Recreation Attendant Hours.
    b. Wilson Creek Park maintenance equipment including a tractor, mowers, a skid steer, and 80" turf aerator.
    c. Ousley Park Trail Stream project funding.
    d. Continuation of Library summer reading program.
    e. Expand *Life Connected*. Service Day to twice per year.
2. **Be the Unique City:** Through partnerships and community engagement, we are fostering creativity, connection, and making our city a beacon of cultural vitality.
    a. Addition of a Senior Park Planner, two School Resource Officers, and a Community Services Sergeant
    b. Christmas on the Square funding for tree update and lighting of downtown Celina.
    c. Arbor Day Tree program.
    d. Commission and install public art pieces in the Downtown Center and Police Headquarters.
3. **Be the City of the Future, Connected to the Past:** Focus areas include long-term and resiliency planning, vision development and risk management.
    a. Addition of Development Coordinator and Rental Inspector.
    b. Neighborhood Integrity grant program.
    c. Warning siren equipment.
4. **Be the City Built on Public Safety:** Public Safety and emergency services are a strength, we intend to fortify them.
    a. Addition of a Forensic Detective, Crime Analyst, and Juvenile Detective/Victim's Advocate.
    b. Applied for 4 Patrol Officers through the COPS Grant.
    c. Applied for 18 Firefighters through the SAFER Grant.
    d. Fire Department equipment for Station 4 including bunker gear, radios, and SCBA's.
    e. Fire Department wellness preventative body scans.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

f. Police Department equipment including patrol radios, patrol lidar, commercial vehicle enforcement equipment, drone enhancements, and flock cameras.
g. Streets Department equipment including 2,200 gallon brine sprayer and 10,000 gallon brine storage for winter weather events.

5. **Be the City of Sustainable Economic Growth:** This Strategic Plan Goal seeks to find a balance between economic prosperity and community development.
    a. Addition of a Permit Technician, Plan Examiner Manager, Building Inspector II, and a Development Coordinator.
6. **Be the City Built on Infrastructure:** With limited resources and a high demand for new infrastructure, a pragmatic approach is required to adequately fund and develop infrastructure.
    a. Addition of a Facilities Technician, two Streets Maintenance Workers, Streets Crew Leader, Senior ROW Inspector, Utility Line Maintenance (ULM) Water Worker, ULM Water Crew Leader, Valve and Hydrant ULM Worker, Meter Technician, two ULM Wastewater Workers, ULM Wastewater Crew Leader, two Water Reclamation Facility Operators, and Street Sweeper crew.
    b. Addition of a Vac Truck, Street Sweeper, Crash Attenuator Trailer, and a Mini Dump Truck.
7. **Be the City of Small Business:** Celina is known for our small, local businesses; they are the heart of the community. We recognize their importance to our quality-of-life and economic sustainability.
    a. Façade and live music grant programs.
    b. Friday Night Market events on the Downtown Square.
    c. Continued partnership with EDC and Chamber of Commerce.
8. **Be the City that Shares Our Story:** We want to share our story through what we say, what we publish, the improvements we construct, and the things we do.
    a. Celina Texas 150th Anniversary Celebration budget.
    b. Funding for annual Celina special events to include Cajun Fest, Beware of the Square, Touch a Truck event, Christmas on the Square, and July 4th Splash and Blast.
9. **Be the City of Servant Leaders:** This goal focuses on strengthening Celina's proud tradition of selfless service to our neighbors and the community.
    a. Addition of an Information Security Officer, Applications Manager, Service Desk Supervisor, and a Customer Service Representative.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Significant One-Time Expenditures

The proposed FY 2025-26 total combined funds budget includes $4.8 million in significant one-time expenditures. Below is a sample listing of some of the expenditures anticipated:

- Capital Vehicles **$995,322**
- Capital Equipment **$2,369,024**
  - Annex Building HVAC
  - Fire Station 4 Equipment
  - Pneumatic Tire Roller
  - Woodchipper
  - Sign Shop HVAC
  - Streets Brine Equipment
  - Police Patrol Radios
  - Police Commercial Vehicle Enforcement Equipment
  - Police Drone Enhancements
  - Police Robot
  - Parks Irrigation Control System
  - Parks Tractor and Mowers
  - Parks Turf Aerator
  - Parks Track Loader
  - Marketing Vehicle Crash Protection Barriers
  - Utilities Vac Truck
  - Street Sweeper
- Vehicle and Equipment Replacements **$1,408,947**

Personnel/Full-Time Equivalents (FTEs)



This budget proposes an increase of 34.5 full-time equivalent (FTE) positions. This includes 22.5 in General Fund, 10.0 in the Water and Wastewater Fund, and 2.0 in the Stormwater Fund. Of these new positions, 4.0 are for General Government, 6.0 Development and Engineering, 3.5 are

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

for Culture and Recreation, 3.0 are for Public Services, and 6.0 are for Public Safety. In FY 2026, GIS moved to the General Government category, to better align with the organizational chart. The new positions including compensation and benefits will total $2.78 million and are listed below.

General Government - 4.0 FTEs

- Information Security Officer – Information Technology (1.0)
- Applications Manager – Information Technology (1.0)
- Service Desk Supervisor – Information Technology (1.0)
- Facilities Technician – Facilities Maintenance (1.0)

Development and Engineering - 6.0 FTEs

- Permit Technician – Building Inspections (1.0)
- Plan Examiner Manager – Building Inspections (1.0)
- Building Inspector II – Building Inspections (1.0)
- Development Coordinator – Planning (1.0)
- Rental Inspector – Code Services (1.0)
- Senior ROW Inspector – Engineering (1.0)

Culture and Recreation - 3.5 FTEs

- Youth Services Supervisor (Quarter Year) – Library (1.0)
- Sr. Park Planner – Parks and Recreation (1.0)
- Recreation Attendant Hours Increases – Parks and Recreation (0.5)
- Senior Administrative Specialist (Parks and Recreation and Engineering Departments) – Parks and Recreation (1.0)

Public Services - 15.0 FTEs

- Streets Maintenance Workers – Streets (2.0)
- Streets Crew Leader – Streets (1.0)
- ULM Water Crew Leader – Public Works (1.0)
- ULM Water Worker – Public Works (1.0)
- Valve and Hydrant ULM Worker – Public Works (1.0)

Budget Overview

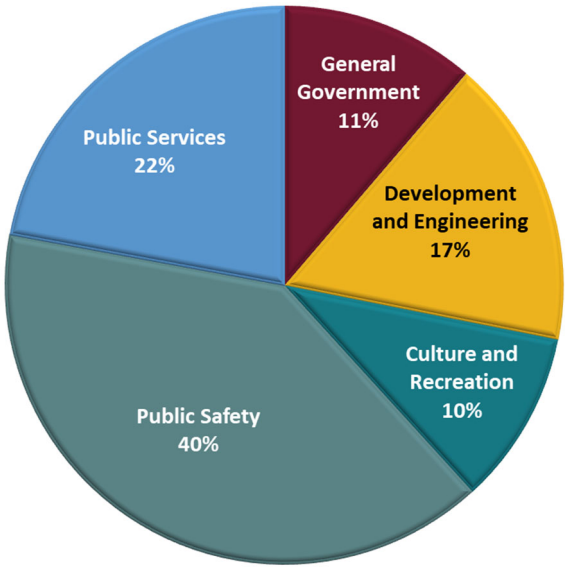
- Meter Technician – Public Works (1.0)
- ULM Wastewater Worker – Public Works (2.0)
- ULM WW Conveyance Crew Leader – Public Works (1.0)
- Water Reclamation Facility Operator – Public Works (2.0)
- Utility Customer Service Representative – Customer Service (1.0)
- Street Sweeper Driver – Stormwater (1.0)
- Street Sweeper Worker – Stormwater (1.0)

Public Safety 6.0 FTEs

- School Resource Officer – Police (2.0)
- Forensic Detective – Police (1.0)
- Crime Analyst – Police (1.0)
- Juvenile Detective / Victim's Advocate – Police (1.0)
- Community Services Sergeant – Police (1.0)

Staffing changes occur throughout the year between departments, the total number of FTEs to close the 2025 budget year is 363.75. The FY 2025-26 proposed budget maintains the 2025 end of year totals and with the addition of the new positions requested, Celina will begin the 2026 budget year at 398.25 FTEs with a salary and benefits cost of $48.46 million.

Percent of FTEs by Service Area



Life Connected.

Budget Overview

Employee Compensation

The City offers competitive benefits to employees, including group medical, dental, and vision insurance with dependent coverage available. Life and long-term disability insurances are 100% City paid. Optional insurance offerings are provided for short-term disability and additional life insurance.

The City participates in Texas Municipal Retirement System ("TMRS"), a statewide administered pension plan. The City's TMRS plan is a 2 to 1 matching ratio with a 5-year vesting period. Service eligibility for retirement is age 60 with 5 years of service or any age with 20 years of service. The City provides pension benefits for all its full-time employees through TMRS. The City continues to contribute 100% of its annual required contribution (ARC) at an actuarially determined rate. Both the employees and the City make contributions monthly.

The proposed FY 2026 budget includes a step increase of 3% and market adjustments for general service, public works, and public safety employees. A salary survey was conducted and an analysis was completed on every position's compensation in the City. The purpose of the market adjustments is to address the impact of inflation on salaries and to try to remain competitive in the DFW market. Not every position will receive a market adjustment and the rate of the adjustment will vary by position. Our goal is to remain competitive to attract and retain top talent in public safety.







Fund Balance and Reserve

There are multiple areas of reserves built into the budget. By ordinance, the City is required to maintain a General Fund Balance equal to 25% of expenditures. For FY 2026, this amount is approximately $15.77 million.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

The Water and Wastewater Fund projects a working capital reserve of $20.16 million which is approximately 41.27% of FY 2026 expenditures or 151 days of working capital. The Water and Wastewater Fund target balance is 40% working capital. While FY 2026 is greater than the target, this balance will help the fund meet targets in future fiscal years.

Fund Summaries

General Fund

General Fund Revenue

General Fund revenues and transfers in are budgeted at $63.44 million for FY 2026. This is an increase of 18.07% or $9.71 million over the FY 2025 budget. The main sources of revenue into the General Fund are property taxes and development fees, they are forecasted at 72.79% of the total General Fund revenue for FY 2026. The revenue growth is a result of continued commercial development, new residential construction, and population growth in Celina.

Revenue	2024 - 2025 Adopted	2024 - 2025 Estimated	2025 - 2026 Proposed
Property Tax	$ 20,946,451	$ 20,946,451	$ 24,668,919
Sales Tax	4,526,900	5,502,260	6,224,985
Other Taxes	1,308,200	1,527,000	1,667,000
Development Fees	17,800,000	21,175,000	21,505,000
Fines and Fees	3,266,110	3,630,250	3,702,700
Interest	1,500,000	1,500,000	1,575,000
Other	3,108,987	3,067,763	2,618,494
Transfers	1,269,066	1,269,066	1,473,692
Total	**$ 53,725,714**	**$ 58,617,790**	**$ 63,435,790**

Property Tax Revenue

Property tax values continue to increase in Celina as more new construction takes place. General Fund property taxes for FY 2026 are budgeted at $24,668,919, which is an increase of 17.77% over the FY 2025 budget. The increase is mainly due to new value from development added to the tax rolls. Certified property values for tax year 2025 are $10,323,236,310 which is $2,274,424,172 or 28.26% more than tax year 2024 adjusted values. Much of this increase is due to $1,488,617,891 of new value that was added to the tax rolls as of January 1, 2025. The O&M tax rate is $0.264928/$100 of value.

CELINA TEXAS EST. 1876

Life Connected.

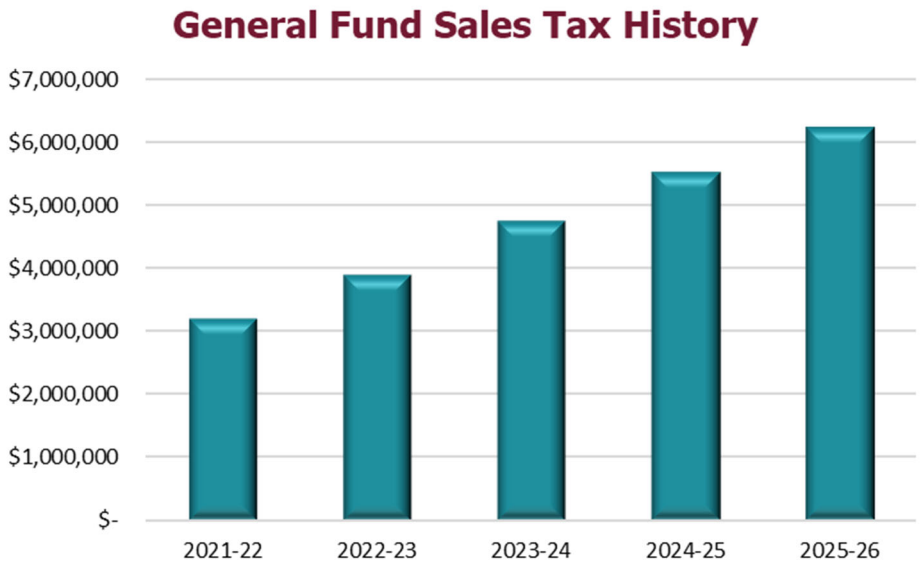
Budget Overview

Sales Tax Revenue

Celina's commercial development has not yet caught up to the residential expansion in recent years and as a result the net sales tax is only 9.81% of budgeted revenue in FY 2026. The FY 2026 sales tax budget is $6,224,985 which is a 13.14% increase over FY 2025 estimates. Commercial development is picking up in Celina with big box retailers planning new stores and new businesses opening along Preston Road and downtown. City staff continues to monitor this revenue source closely.

General Fund Sales Tax History			
Fiscal Year	Sales Tax	Incentive	Net
2025-26[1]	$ 6,736,860	$ 511,875	$ 6,224,985
2024-25[2]	5,802,260	300,000	5,502,260
2023-24	5,047,477	318,621	4,728,856
2022-23	4,087,162	213,030	3,874,132
2021-22	3,666,061	468,500	3,197,562

1- Budget
2- Estimate



Note: Figures are net of Incentive Payments.

CELINA TEXAS EST. 1876

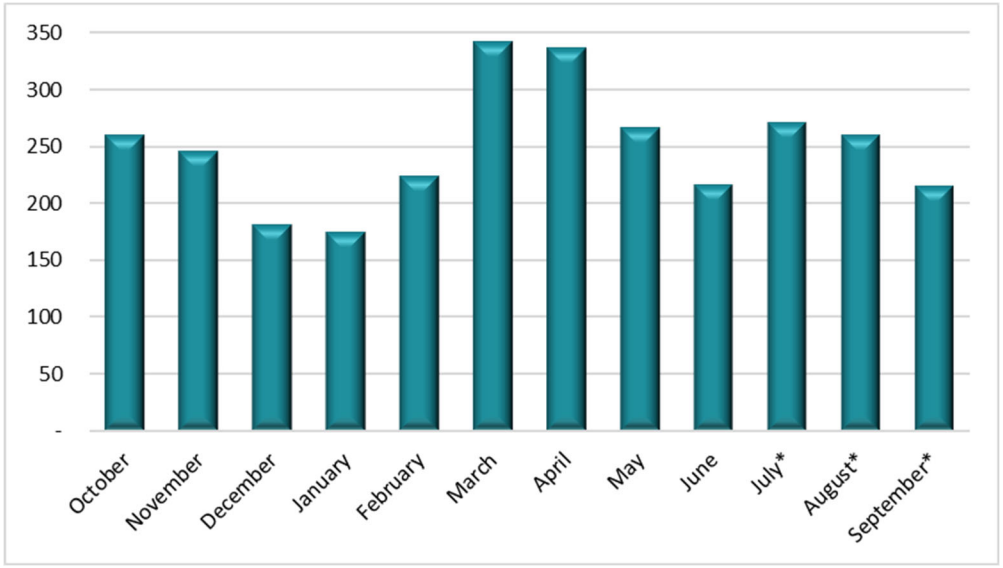
Life Connected.

Budget Overview

Development Fee Revenue

General Fund development fee revenue for FY 2026 is budgeted at $21.3 million which is an increase of 20.85% over the FY 2025 budget. This is due to increased development resulting in higher fee revenue. The City estimates issuing 3,000 building permits in FY 2025, with the same number budgeted for FY 2026. Building permit revenue is a one-time source and is expected to decline as the City approaches buildout. Over time, this decrease will be offset by growth in ongoing revenue streams such as sales and property taxes.

FY 2025 Building Permits by Month

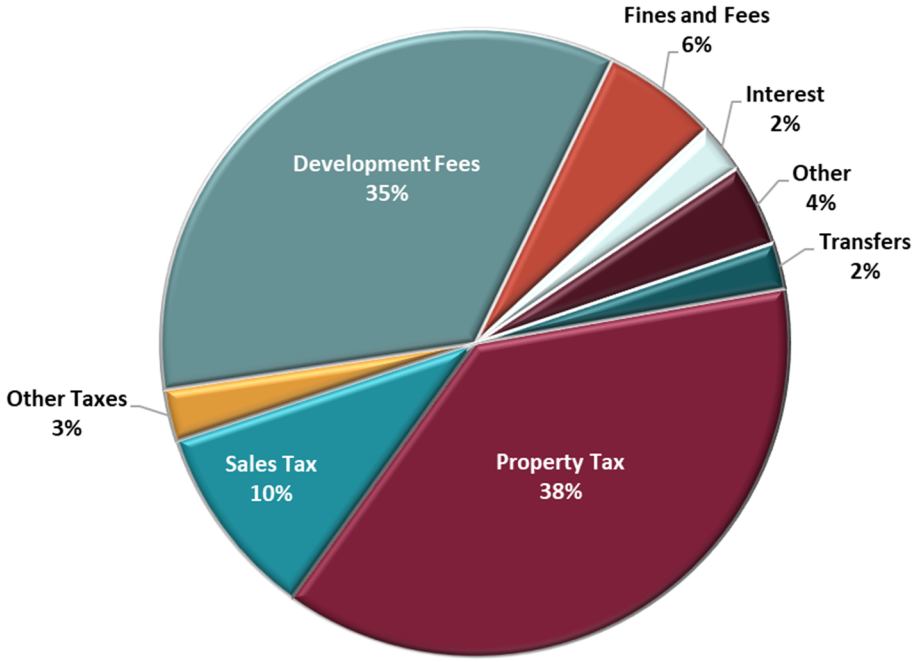


**Estimate.*

Life Connected.

Budget Overview

FY 2025 – 2026 General Fund Revenue



General Fund Expenditures

The General Fund encompasses the basic services of municipal government. These services include Police, Fire, Streets, Development Services, Parks, Public Works, Administration, and all other internal services.

General Fund operating expenditures total $63.07 million before transfers out. With transfers, the total General Fund budget for FY 2026 is $69.11 million. This budget is a 27.23% increase or $14.79 million more than the FY 2025 budget.

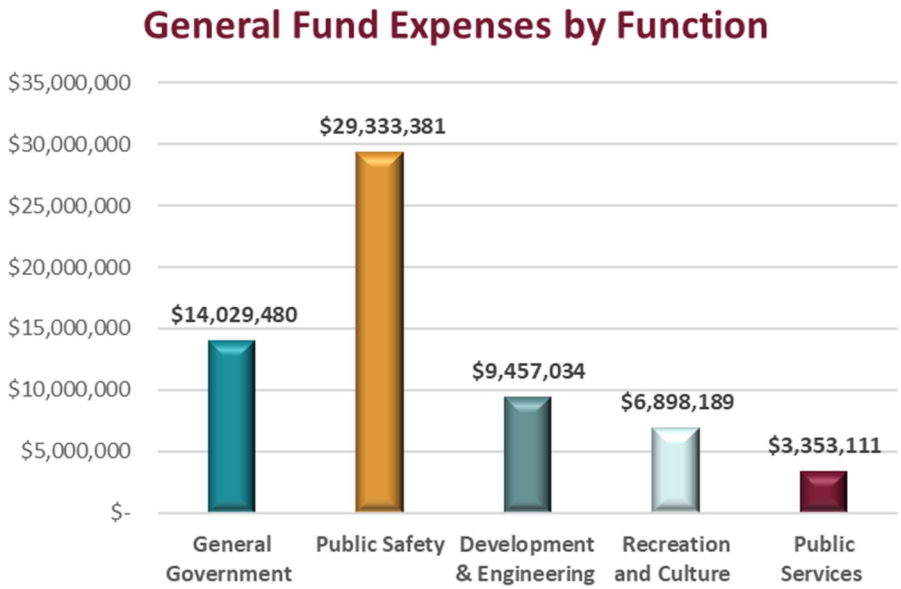
The General Fund transfer to the Vehicle and Equipment Replacement (VERF) Fund for FY 2026 is budgeted at $4,785,429. The VERF Fund is a separate fund that provides for the replacement of capital vehicles and equipment. This is an increase of $3,374,046 from the adopted FY 2025 VERF transfer of $1,411,383. This increase in transfers is a result of the increased number of capital vehicles, equipment, and overhead costs of the Fleet Department.

CELINA TEXAS EST. 1876
Life Connected.

Budget Overview

General Fund by Department

The General Fund expenditure budget is broken down by department and grouped into categories by major function. The categories are General Government, Public Safety, Development and Engineering, Recreation and Culture, and Public Services. The table below excludes transfers.



General Government includes the City Manager's Office, the City Secretary's Office, Strategic Services, Finance, Human Resources, Information Technology, Municipal Court, and Facility Maintenance. These departments have a total of 44 positions which include 4 new positions for the FY 2026 Budget. The General Government budget for FY 2026 is $14.03 million which is $3.51 million or 33.32% above the FY 2025 budget.

Public Safety is comprised of the Police and Fire Departments. Overall, Public Safety makes up the largest cost center with a combined budget of $29.33 million or 46.51% of the total General Fund operating budget in FY 2026. Fire & EMS will have a total of 81 personnel with a proposed operating budget of $14.53 million, an increase over the adopted FY 2025 budget by $3.48 million. The Fire Department is 23.04% of the General Fund budget. Fire Station No. 3 was completed and became staffed in FY 2024. The Police Department will have a total of 77 personnel with a proposed budget for FY 2026 of $14.80 million. The Police Department is 23.47% of the General Fund budget. The FY 2026 budget contains 6 new public safety positions, with the addition of two School Resource Officers, Forensic Detective, Crime Analyst, Juvenile Detective / Victim's Advocate, and a Community Services Sergeant.

CELINA TEXAS EST. 1876
Life Connected.

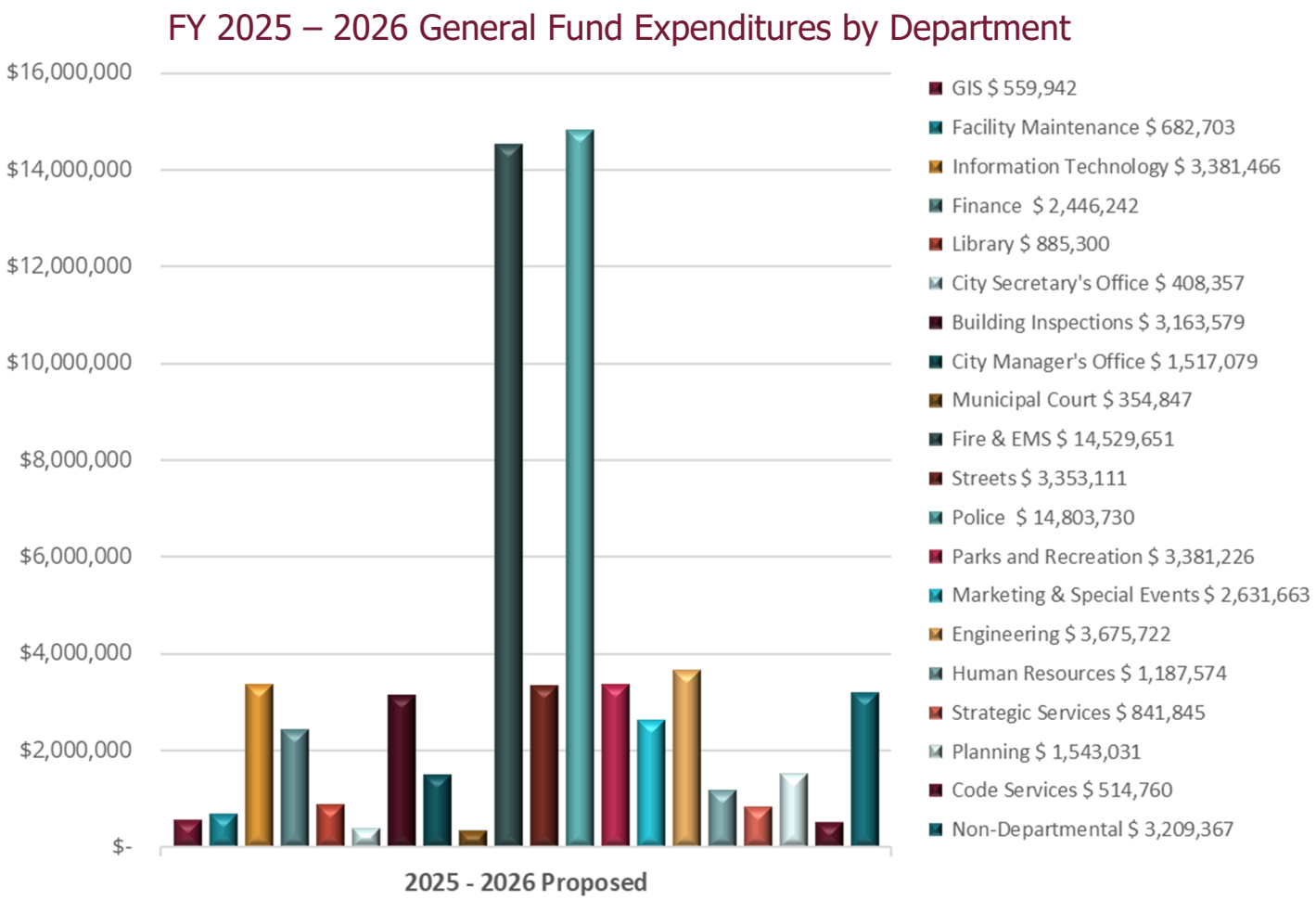
Budget Overview

The Development and Engineering category includes Development Services, GIS, and Engineering. It has an proposed budget of $9.46 million, which is an increase of $1.04 million or 12.42%. The total personnel count is 67. There are 6 new positions added in FY 2026 for a Permit Technician, Plans Examiner Manager, Building Inspector II, Development Coordinator, and a Rental Inspector. A portion of the engineering positions is offset by revenue from bond funded projects. Development Services is on pace to process around 3,000 residential building permits for the 2024-25 fiscal year and Development and Engineering represents 14.99% of the overall general operating fund budget.

Recreation and Culture includes Library, Parks and Recreation, and Marketing/Special Events. These departments have a total of 40.25 FTEs which includes 3.5 new positions for a Library Youth Services Supervisor, Senior Park Planner, Parks & Engineering Senior Administrative Specialist, and additional Recreation Attendant hours in the FY 2026 Budget. The Recreation and Culture budget for FY 2026 is $6.90 million which is $529,044 or 8.31% above the FY 2025 budget.

Public Services includes the Streets Department in the General Fund. The Streets Department has a total of 18 FTEs which includes 3 new FTEs for two Streets Maintenance Workers and a Streets Crew Leader in the FY 2026 Budget. The Streets budget for FY 2026 is $3.35 million which is $410,372 or 10.90% below the FY 2025 budget. The reduction is due to one-time capital purchases and moving street light expenses to non-departmental.

Budget Overview



Note: Figures in graph do not include transfers.

Enterprise Funds

Water and Wastewater, Solid Waste, Utility Infrastructure, Impact Fees, Capital Recovery, Stormwater Drainage, and Utility Vehicle and Equipment Replacement Fund (VERF) account for the full-service operations of the water and wastewater system including water production, water distribution, wastewater collection, wastewater reclamation, solid waste collection and disposal, and capital improvements. The enterprise funds are 100% self-supporting with revenues generated from rates, charges, and fees sufficient to cover operations, debt, scheduled capital outlay purchases, and capital infrastructure projects. They act as business enterprises, utilize full accrual accounting, and separate water and wastewater operations to make each operation self-supporting.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Water Ground Storage Tanks



Water & Wastewater Fund

The Water & Wastewater Fund ("the utility system") accounts for water and wastewater operations of the City of Celina. The operations of the utility system include administration, water distribution, wastewater collection, wastewater reclamation, system maintenance, and Utility Customer Service. Water and Wastewater services are provided to both residential and commercial customers. Currently, the City of Celina has 18,020 utility accounts. Separately, the City is contracted by Elm Ridge Water Control and Improvement District to perform and manage their water utility maintenance and billing.

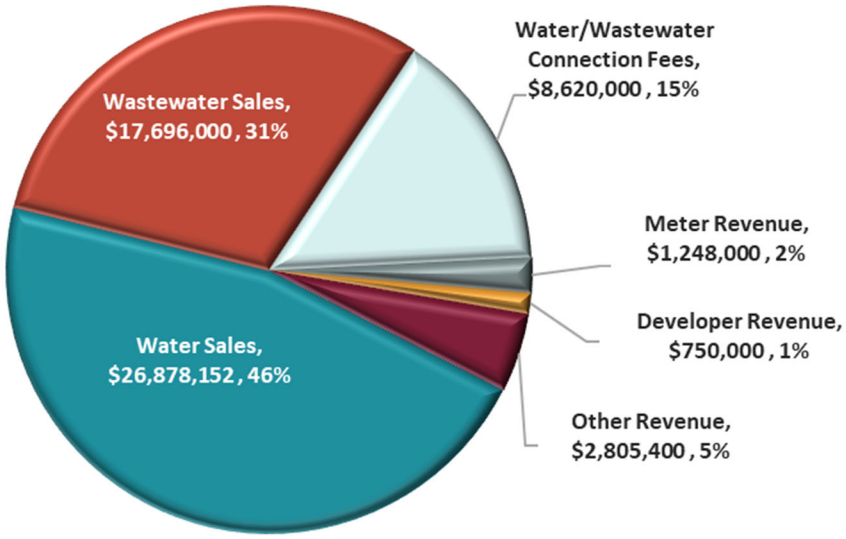
Water & Wastewater Fund Revenues

The total Water & Wastewater Fund revenue is forecasted at $58.00 million for FY 2026. This includes water & wastewater sales, connections fees, meter and developer fees, and other fees and charges. Other fees and charges are related to services performed in the field for new connections as well as penalties on late payments and disconnects, and interest.

CELINA
TEXAS
EST. 1876
Life Connected.

Budget Overview

FY 2025 – 2026 Water & Wastewater Fund Revenue



Sources of revenue supporting the City's utility system.

Water & Wastewater Fund Expenditures

The Water Department has a total of 29 positions which includes 4 new positions in the FY 2026 budget. The operating budget is $18.11 million. It is an increase over the adopted FY 2025 budget by $1.30 million and makes up 37.05% of the Water & Wastewater Fund for the upcoming year. The budget includes a pass-through increase for water purchased from the Upper Trinity Regional Water District (UTRWD). The volume rate for purchased water increased 10.3% per 1,000 gallons.

In 2025, Wastewater Collections and Wastewater Treatment were split into two different divisions. Wastewater Collections has a total of 13 positions, which includes 3 new positions. The operating budget is $5.90 million, a decrease from the FY 2025 budget of $2,067, and is 12.08% of the fund. Wastewater Treatment has 11 positions, which includes 2 new positions. The operating budget is $1.68 million, which is 3.44% of the fund.

Utility Billing has a total of 9 positions, which includes 1 new position with a budget of $1.77 million and is 3.63% of the fund.

All other operating expenditures, including both City and Upper Trinity Regional Water District debt, is $21.40 million.

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Solid Waste Fund

Solid waste is contracted out in Celina. The City's role is to collect the revenue and pay the contractor for the services provided. The total budgeted revenues are $6.41 million which is an increase of 36.43% and the total budgeted expenditures are $6.32 million which is an increase of 41.45%. The increases are predominately due to population growth. The City will begin a new contract with Community Waste Disposal (CWD) December 1st and rates will be finalized this fall.

Utility Infrastructure, Impact, & Capital Fees Funds

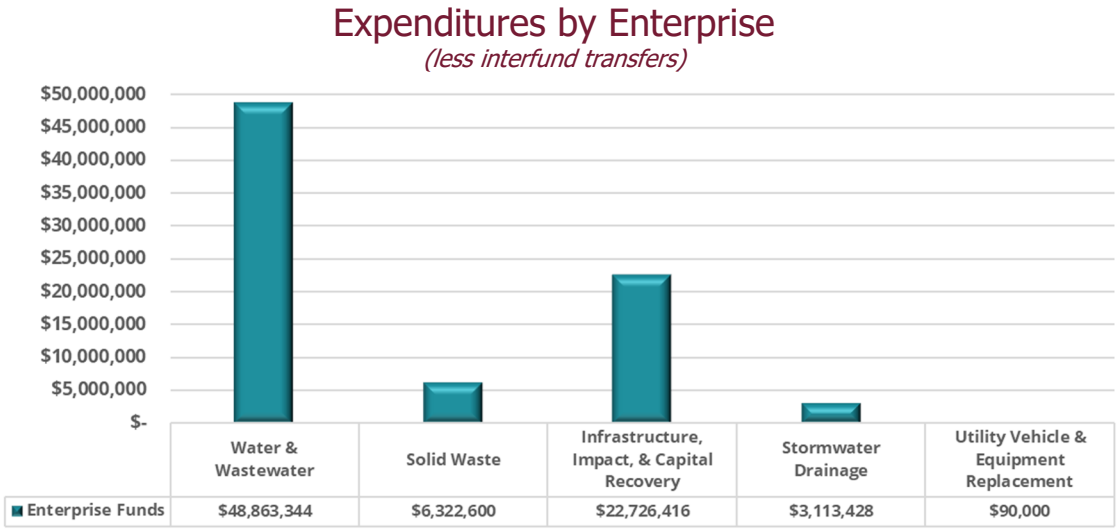
Fees for capital infrastructure are used for utility system capital purchases and projects, such as treatment plants, transmission lines, storage facilities, and facilities. The budgeted revenue is $11.85 million and budgeted expense is $22.73 million. In the Fall of 2025, the Capital Improvement Program will be brought before City Council for approval and capital expenditures identified.

Stormwater Drainage Fund

The Stormwater Drainage Fund receives revenue from stormwater fees determined by the amount of impermeable surface area on a property. The fees are designated for stormwater and drainage related activities. Budgeted revenues are $1.78 million and expenses are $3.11 million.

Vehicle & Equipment Replacement Fund (Enterprise VERF)

The Vehicle & Equipment Replacement Fund provides funding to replace vehicles and equipment in the enterprise funds. Budgeted revenues including transfers in are $869,444 in and expenses are $90,000 for Wastewater Department vehicle and equipment replacements.



CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Special Revenue Funds

Park Fee Fund

The Park Fee Fund receives revenue from developer fees for capital improvements to current and future parks, as well as land acquisitions for parks and other park-related capital purchases. Revenues for the Park Fee Fund are budgeted at $4.44 million, which includes developer paid fees and transfers. The expenditures are $6.72 million. In the Fall of 2025, the Capital Improvement Program will be brought before City Council for approval and capital expenditures identified.

Downtown Fund

The Downtown Fund receives revenue from an annual golf tournament fund raiser. It is used to fund events downtown, including Christmas lighting and decorations, holiday carriage rides, and holiday window painting. The budgeted revenues for FY 2026 are $115,000 and the budgeted expenses are $91,153.

Technology Fund

The Technology Fund receives revenue from developer fees when obtaining building permits. It is used for the purchase of technology infrastructure improvements. FY 2026 budgeted revenues are $990,000 and expenses are $1,046,000 for capital equipment and software.

Integrity Fund

This fund plays a crucial role in enhancing the City's aesthetics and overall appeal. The revenues collected are dedicated to various beautification projects, such as sidewalk improvements, street landscaping, signage installations, lighting enhancements, and façade improvements.

The primary sources of revenue are water and cell tower lease fees, tree mitigation fees, and warning device fees. With these resources, the City has been able to embark on significant improvements, making Celina a more attractive and inviting place for residents and visitors alike.

The City also sets aside funds specifically for the construction of outdoor warning sirens, reinforcing community safety measures.

For FY 2025-26, the projected revenue is $1.24 million, with operational expenses totaling $1.72 million. Anticipated expenses in the coming fiscal year include supporting façade grants, the Neighborhood Integrity Program, Arbor Day tree planting, property abatement activities, outdoor warning sirens, and Ousley Park Stream and Trail Restoration. The City transferred in $1.25 million for an economic development project. These investments will further elevate the

Budget Overview

City's charm and create an appealing and well-maintained environment for residents, visitors, and businesses to enjoy.

Governmental Funds

Street Construction Fund

The Street Construction Fund is used to support street maintenance and capital improvements operations. The revenue budget is $215,000 and the expenditure budget is $7.00 million. The Street Construction Fund has received transfers from the General Fund when one-time revenue sources provide fund balance in excess of 25%. In the Fall of 2025, the Capital Improvement Program will be brought before City Council for approval and capital expenditures identified.

Roadway Impact Fee Fund

The Roadway Impact Fee Fund receives revenue from developer paid roadway impact fees. The revenue budget is $2.85 million and the expenditure budget is $15.72 million. In the Fall of 2025, the Capital Improvement Program will be brought before City Council for approval and capital expenditures identified.

Vehicle & Equipment Replacement Fund (General Government VERF)

The Vehicle & Equipment Replacement Fund provides funding to replace vehicles and equipment in the governmental funds. Budgeted revenues including transfers in are $5.02 million in and expenses are $1.61. Of that amount $287,038 is for Fleet Department operations and $1.32 million is for vehicle and equipment replacement costs. FY 2026 replacements include:

- Fire $171,166
- Police $1,074,091
- Parks $73,690

Capital Acquisition Fund

The Capital Acquisition Fund is a fund that Celina uses to allocate a portion of surplus revenues for future capital expenditures. Fiscal Year 2025-26 scheduled expenditures are $3.51 million and include:

- IT Contractual Services for Downtown Center $75,000
- Facilities Annex Building HVAC $71,500
- Wayfinding $150,000
- Fire Station 4 Equipment $446,295
- Streets Brine Equipment $39,650
- Sign Shop Improvements $31,000
- Pneumatic Tire Roller $142,010
- Woodchipper $277,000
- Traffic Signal Design $40,000
- School Traffic Control Plan $60,000

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

- Police Commercial Vehicle Enforcement Truck and Equipment $161,179
- Library Books $1,500,000
- Downtown Center FF&E $223,120
- Parks Administration FF&E $20,150
- Parks Maintenance Equipment $272,604

Roadway Capital Recovery Fund

The Roadway Capital Recovery Fund collects revenue from development fees for the expansion of our road network. Revenues are budgeted at $3.60 million and expenditures are $8.12 million. In the Fall of 2025, the Capital Improvement Program will be brought before City Council for approval and capital expenditures identified.

Capital Improvement Funds

In FY 2025, the City of Celina funded capital project needs through a series of Certificates of Obligation for General, Water & Wastewater, and PID totaling $148.0 million. This follows up issuances in FY 2024 of $141.0 million and FY 2023 of $98.0 million. Projects are completed through a phased approach and are based on identified needs as the City continues to grow. Staff will present the five-year CIP in fall 2025.

The following is a list of some of the major projects that the City has scheduled for design or construction the coming fiscal year:

- Government Center
- Parks Administration Building
- Public Works Service Center Parking Lot – Ph II & III
- Wilson Creek Park Phase I Construction
- Parvin Rd Construction (FM 1385 to Legacy)
- Legacy Rd Construction (Honey Creek to Carey)
- Lynn Stambaugh (CR 34) – (Preston to Coit)
- J Fred Smith Design – Preston to Coit
- Downtown Water Reclamation Plant – Ph II
- SE Pump Station & Transmission Line
- Ground Storage Tank
- Celina Road & Southeast Pump Station Wells
- Fire Station #4 Construction
- Ousley Park Design
- Ousley Park Stream and Trail Restoration Construction
- Coit Rd Construction (Vest Ln to Choate Pkwy)
- Choate Pkwy Construction (Kinship to Roseland)
- Pecan Street Construction (Arizona to Florida)
- Oklahoma St Construction (Malone to Pecan)
- Carey Rd Construction (Legacy to Smiley)
- Coit Rd (J Fred Smith to GA Moore)
- Downtown Square Reconstruction Design

CELINA TEXAS EST. 1876

Life Connected.

Budget Overview

Police Headquarters 2024



Tax Increment Reinvestment Zones (TIRZ)

A tax increment reinvestment zone (TIRZ) is created by ordinance with the City Council of the City of Celina. It designates a geographic area within the City as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code. The TIRZ is funded by an incremental allocation of the City's increased property tax revenue. The majority of the City's TIRZs overlay Public Improvement Districts. TIRZ 11 is specific to the Downtown Corridor. TIRZ 11 is supported by collections of Property Tax from the City and Collin County and Sales Tax from the CDC and EDC.

The City of Celina participates in fourteen TIRZ:

- #2 Creeks of Legacy
- #4 Sutton Fields
- #5 Old Celina Limited
- #6 Glen Crossing
- #7 Ownsby Farms
- #8 Sutton Fields II
- #9 The Columns
- #10 Chalk Hill
- #11 Downtown
- #12 Edgewood Creek
- #13 Legacy Hills
- #14 Sutton Fields East
- #15 Serenade
- #16 La Una

CELINA TEXAS EST. 1876

Life Connected.

Fiscal Year 2025 - 2026

All Fund Summaries

CELINA
TEXAS
EST. 1876
Life Connected.



Life Connected.

Fund Matrix

Fund Name	Audited	Budget Basis	Accounting Basis	Major
General Fund	Yes	Modified Accural	Modified Accrual	Yes
Debt Service Fund	Yes	Modified Accural	Modified Accrual	Yes
Water & Wastewater Fund	Yes	Full Accrual	Full Accrual	Yes
Solid Waste Fund	Yes	Full Accrual	Full Accrual	
Infrastructure Fund	Yes	Full Accrual	Full Accrual	
Utility Impact Fee Fund	Yes	Full Accrual	Full Accrual	
Water Capital Recovery Fund	Yes	Full Accrual	Full Accrual	
Sewer Capital Recovery Fund	Yes	Full Accrual	Full Accrual	
Stormwater Drainage Fund	Yes	Full Accrual	Full Accrual	
Vehicle & Equipment Replacement Fund[1]	Yes	Full Accrual	Full Accrual	
Park Fee Fund	Yes	Modified Accural	Modified Accrual	
Hotel/Motel Fund	Yes	Modified Accural	Modified Accrual	
Downtown Fund	Yes	Modified Accural	Modified Accrual	
PEG Fund	Yes	Modified Accural	Modified Accrual	
Grants Fund	Yes	Modified Accural	Modified Accrual	
Seizures and Forfeitures Fund	Yes	Modified Accural	Modified Accrual	
Donations Fund	Yes	Modified Accural	Modified Accrual	
Court Security Fund	Yes	Modified Accural	Modified Accrual	
Court Technology Fund	Yes	Modified Accural	Modified Accrual	
Technology Fund	Yes	Modified Accural	Modified Accrual	
Integrity Fund	Yes	Modified Accural	Modified Accrual	
Stabilization Fund	Yes	Modified Accural	Modified Accrual	
TIRZ 11 Downtown Fund	Yes	Modified Accural	Modified Accrual	
Developer Capital Fee Fund	Yes	Modified Accural	Modified Accrual	
Wilson Park Fee Fund	Yes	Modified Accural	Modified Accrual	
Legacy Hills Fee Fund	Yes	Modified Accural	Modified Accrual	
Street Construction Fund	Yes	Modified Accural	Modified Accrual	Yes
Roadway Impact Fee Fund	Yes	Modified Accural	Modified Accrual	
Vehicle & Equipment Replacement Fund[2]	Yes	Modified Accural	Modified Accrual	
Capital Acquisition Fund	Yes	Modified Accural	Modified Accrual	
Road Capital Recovery Fund	Yes	Modified Accural	Modified Accrual	
Capital Improvement Funds	Yes	Modified Accural	Modified Accrual	Yes

1 - Utility Fund

2 - General Fund

Combined Budget Summary

FY 2025 - 2026

	General Operating		Enterprise					Special Revenue					
	General Fund (102)	Debt Service (103)	Water & Wastewater (202)	Solid Waste (203)	Utility Infrastructure, Impact, & Capital Fees (205, 206, 209, 210)	Stormwater Drainage (208)	Utility Vehicle & Equipment Replacement (213)	Park Fee (109)	Hotel (110)	Downtown (112)	PEG (114)	Grants & Donations (115, 117)	Seizures & Forfeitures (116)
Beginning Fund Balances	$ 21,442,942	$ 3,117,429	$ 22,201,929	$ 3,124,499	$ 68,634,922	$ 4,585,788	$ 3,517,751	$ 11,399,265	$ 54,680	$ 77,068	$ 74,982	$183,474	$ 16,155
Revenues:													
Ad Valorem Taxes	24,668,919	30,627,881	-	-	-	-	-	-	-	-	-	-	-
Sales Taxes	6,224,985	-	-	-	-	-	-	-	-	-	-	-	-
Franchise & Other Taxes	1,667,000	-	-	365,000	-	-	-	-	8,000	-	5,000	-	-
Licenses & Permits	21,505,000	-	-	-	-	-	-	-	-	-	-	-	-
Rates, Fees and Charges	3,702,700	-	55,477,552	5,934,193	10,100,000	1,625,000	-	4,000,000	-	-	-	-	-
Intergovernmental	517,000	-	400,000	-	-	-	-	-	-	-	-	-	-
Miscellaneous	2,101,494	-	80,000	-	-	-	-	-	-	110,000	-	5,000	10,000
Interest	1,575,000	-	2,040,000	108,000	1,750,000	150,000	130,000	438,731	1,800	5,000	3,000	650	600
Transfers In	1,473,692	2,327,981	-	-	8,500,000	1,000,000	739,444	-	-	-	-	-	-
Total Revenues:	$ 63,435,790	$ 32,955,862	$ 57,997,552	$ 6,407,193	$ 20,350,000	$ 2,775,000	$ 869,444	$ 4,438,731	$ 9,800	$ 115,000	$ 8,000	$ 5,650	$ 10,600
Expenditures:													
General Government	14,029,480	-	-	-	-	-	-	-	-		-	-	-
Public Safety	29,333,381	-	-	-	-	-	-	-	-	-	-	-	10,000
Development & Engineering	9,457,034	-	-	-	-	-	-	-	-	-	-	-	-
Recreation and Culture	6,898,189	-	-	-	-	-	-	6,715,975	-	91,153	-	-	-
Public Services	3,353,111	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	48,863,344	6,322,600	22,726,416	3,113,428	90,000	-	-	-	-	-	-
Debt Service	-	31,623,576	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	6,035,429	-	11,172,203	-	-	84,387	-	-	-	-	-	-	-
Total Expenditures	$ 69,106,624	$ 31,623,576	$ 60,035,547	$ 6,322,600	$ 22,726,416	$ 3,197,815	$ 90,000	$ 6,715,975	$ -	$ 91,153	$ -	$ -	$ 10,000
Ending Fund Balance	$ 15,772,108	$ 4,449,716	$ 20,163,934	$ 3,209,092	$ 66,258,506	$ 4,162,973	$ 4,297,195	$ 9,122,021	$ 64,480	$ 100,915	$ 82,982	$189,124	$ 16,755

Combined Budget Summary

FY 2025 - 2026

Special Revenue						Governmental					CIP Bonds	Component Units		
Court Security & Tech (118, 119)	Technology (122)	Integrity (123)	Stabilization (127)	TIRZ 11 (311)	Developer Park Fees (450, 451, 453)	Street Construction (106)	Roadway Impact Fee (107)	Vehicle & Equipment Replacement (113)	Capital Acquisition (120)	Road Capital Recovery Fee (121)	Capital Improvement Program (621, 601A, 721, 622, 722, 623, 723, 624, 724)	EDC (401)	CDC (402)	Total Adopted City Budget
$ 164,319	$ 2,662,779	$ 3,063,154	$ 7,669,400	$ 2,143,448	$ 16,780,930	$ 8,307,921	$ 14,393,004	$ 6,136,791	$ 7,923,909	$ 10,732,584	$ 142,155,810	$ 2,724,772	$ 7,643,129	$ 370,932,833
-	-	-	-	-	-	-	-	-	-	-	-	-	-	55,296,800
-	-	-	-	-	-	-	-	-	-	-	-	3,185,930	3,224,078	12,634,993
-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,045,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,505,000
27,000	-	1,080,000	-	-	5,575,000	-	2,300,000	-	-	3,100,000	-	-	-	92,921,445
-	-	-	-	2,068,620	-	-	-	-	-	-	-	-	-	2,985,620
-	900,000	-	-	-	-	-	-	-	-	-	-	50,000	-	3,256,494
7,300	90,000	160,000	265,000	30,000	400,000	215,000	550,000	230,000	250,000	500,000	4,000,000	75,540	300,000	13,275,621
-	-	1,250,000	-	-	-	-	-	4,785,429	-	-	-	-	-	20,076,546
$ 34,300	$ 990,000	$ 2,490,000	$ 265,000	$ 2,098,620	$ 5,975,000	$ 215,000	$ 2,850,000	$ 5,015,429	$ 250,000	$ 3,600,000	$ 4,000,000	$ 3,311,470	$ 3,524,078	$ 223,997,519
40,000	1,046,000	1,715,200	-	-	-	-	-	-	-	-	-	4,160,779	-	20,991,459
-	-	-	-	-	-	-	-	1,245,257	607,474	-	-	-	-	31,196,112
-	-	-	-	-	-	-	-	-	250,000	-	-	-	-	9,707,034
-	-	-	-	-	2,257,904	-	-	73,690	2,015,874	-	-	-	-	18,052,785
-	-	-	-	-	-	7,000,000	15,715,242	287,038	636,160	8,123,000	95,297,008	-	-	130,411,559
-	-	-	-	-	-	-	-	-	-	-	39,565,089	-	-	120,680,877
-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,623,576
-	-	-	-	-	-	-	-	-	-	-	456,546	-	2,327,981	20,076,546
$ 40,000	$ 1,046,000	$ 1,715,200	$ -	$ -	$ 2,257,904	$ 7,000,000	$ 15,715,242	$ 1,605,985	$ 3,509,508	$ 8,123,000	$ 135,318,643	$ 4,160,779	$ 2,327,981	$ 382,739,948
$ 158,619	$ 2,606,779	$ 3,837,954	$ 7,934,400	$ 4,242,068	$ 20,498,026	$ 1,522,921	$ 1,527,762	$ 9,546,235	$ 4,664,401	$ 6,209,584	$ 10,837,167	$ 1,875,463	$ 8,839,226	$ 212,190,404

Revenue and Expenditure Summary

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Estimated	2025 - 2026 Proposed
Revenues				
General Fund (102)	$ 61,875,766	$ 53,725,714	$ 58,617,790	$ 63,435,790
Debt Service Fund (103)	18,515,457	23,792,596	23,792,596	32,955,862
Water/Wastewater Fund (202)	47,560,684	45,921,400	54,196,940	57,997,552
Solid Waste Fund (203)	4,270,096	4,696,276	4,954,967	6,407,193
Stormwater Drainage Fund (208)	8,698,867	3,065,000	3,065,000	2,775,000
Utility VERF (213)	993,074	670,812	660,812	869,444
Park Fee Fund (109)	5,822,862	6,131,706	5,631,706	4,438,731
Hotel/Motel Fund (110)	10,835	13,800	7,800	9,800
Downtown Fund (112)	83,182	99,500	99,500	115,000
PEG (114)	10,846	11,500	9,261	8,000
Grants Fund (115)	227,318	2,600	302,294	200
Seizures & Forfeitures Fund (116)	22,825	15,400	12,000	10,600
Donation (117)	2,970	5,450	5,450	5,450
Court Security/Technology Fund (118, 119)	31,233	30,340	29,300	34,300
Technology Fund (122)	1,058,798	840,000	1,090,000	990,000
Integrity Fund (123)	1,564,616	920,000	1,234,574	2,490,000
Stabilization Fund (127)	344,603	1,050,000	262,485	265,000
TIRZ #11 Downtown (311)	1,286,626	1,648,560	1,719,185	2,098,620
Developer Capital Fee Fund (450)	1,475,931	1,072,000	1,046,000	920,000
General Fund VERF (113)	1,424,754	1,641,383	1,641,383	5,015,429
Capital Acquisition (120)	572,664	250,000	5,000,000	250,000
Economic Development Corp (401)	2,661,186	2,648,450	2,984,076	3,311,470
Community Development Corp (402)	2,704,855	2,638,450	3,060,837	3,524,078
Total Operating Revenues	**$ 161,220,048**	**$ 150,890,937**	**$ 169,423,956**	**$ 187,927,519**
Infrastructure, Impact, & Capital Fee Funds (205	$ 32,695,465	$ 17,840,000	$ 27,750,000	$ 20,350,000
Wilson Park Fees (451)	2,157,131	1,710,000	1,710,000	1,530,000
Legacy Hills Fees (453)	1,919,665	-	7,412,000	3,525,000
Street Construction Fund (106)	5,193,248	110,000	8,214,715	215,000
Roadway Impact Fees Fund (107)	4,200,918	2,600,000	2,600,000	2,850,000
Road Capital Recovery Fund (121)	3,709,535	3,305,000	3,305,000	3,600,000
Capital Improvement Funds	144,759,450	5,000,000	149,770,000	4,000,000
Total Capital Revenues	**$ 194,635,411**	**$ 30,565,000**	**$ 200,761,715**	**$ 36,070,000**
Total Revenues	**$ 355,855,459**	**$ 181,455,937**	**$ 370,185,671**	**$ 223,997,519**

Revenue and Expenditure Summary

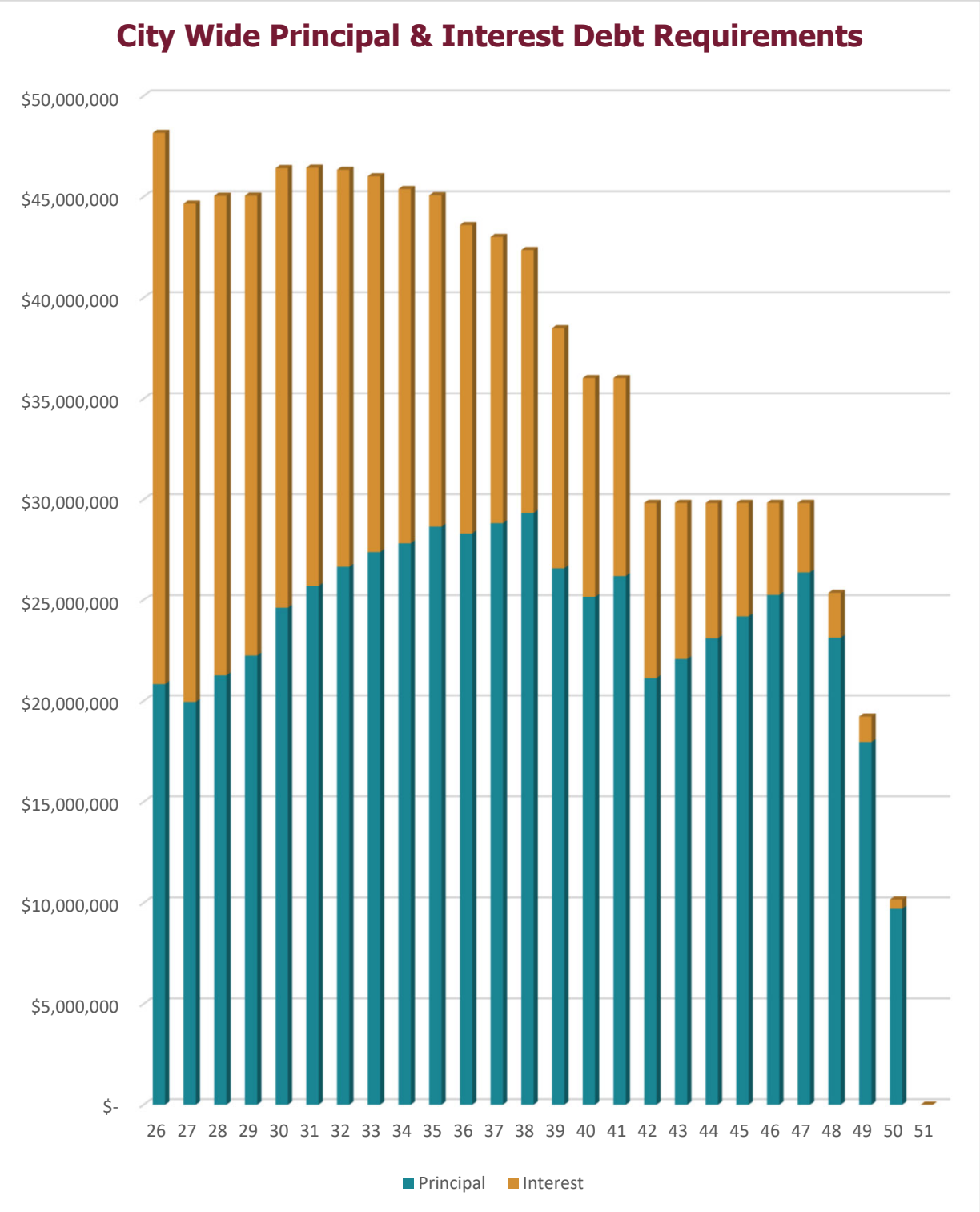
	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Estimated	2025 - 2026 Proposed
Expenditures				
General Fund (102)	$ 55,529,113	$ 54,317,128	$ 68,286,418	$ 69,106,624
Debt Service Fund (103)	14,564,060	23,626,642	28,315,976	31,623,576
Water/Wastewater Fund (202)	44,296,917	45,170,364	55,670,078	60,035,547
Solid Waste Fund (203)	3,586,134	4,470,000	4,281,187	6,322,600
Stormwater Drainage Fund (208)	781,367	3,181,389	9,092,187	3,197,815
Utility VERF (213)	135,761	362,868	362,868	90,000
Park Fee Fund (109)	2,832,447	2,566,975	4,783,065	6,715,975
Hotel/Motel Fund (110)	-	-	-	-
Downtown Fund (112)	106,107	95,753	100,380	91,153
PEG (114)	25,265	-	-	-
Grants Fund (115)	69,867	-	301,715	-
Seizures & Forfeitures Fund (116)	51,483	50,000	60,000	10,000
Donation (117)	-	-	2,500	-
Court Security/Technology Fund (118, 119)	2,127	40,000	40,000	40,000
Technology Fund (122)	154,502	1,195,000	710,200	1,046,000
Integrity Fund (123)	354,351	787,500	1,787,500	1,715,200
Stabilization Fund (127)	(470,000)	-	-	-
TIRZ #11 Downtown (311)	585,434	585,434	585,434	-
Developer Capital Fee Fund (450)	1,004,491	1,028,491	1,028,491	1,028,491
General Fund VERF (113)	1,113,821	587,650	674,444	1,605,985
Capital Acquisition (120)	882,746	874,488	2,325,182	3,509,508
Economic Development Corp (401)	1,839,219	2,575,350	4,582,850	4,160,779
Community Development Corp (402)	821,257	1,651,706	1,651,706	2,327,981
Total Operating Expenditures	**$ 128,266,468**	**$ 143,166,738**	**$ 184,642,181**	**$ 192,627,234**
Net Operating Revenue and Expenditures	**$ 32,953,580**	**$ 7,724,199**	**$ (15,218,225)**	**$ (4,699,715)**
Infrastructure, Impact, & Capital Fee Fund - 205,	$ 12,686,178	$ 19,384,857	$ 15,519,998	$ 22,726,416
Wilson Park Fees (451)	-	-	616,846	1,229,413
Legacy Hills Fees (453)	-	-	-	-
Street Construction Fund (106)	865,628	5,056,682	6,906,682	7,000,000
Roadway Impact Fees Fund (107)	198,296	13,796,001	655,759	15,715,242
Road Capital Recovery Fund (121)	612,548	11,510,294	3,387,045	8,123,000
Capital Improvement Funds	101,270,008	173,426,514	166,408,771	135,318,643
Total Capital Expenditures	**$ 115,632,657**	**$ 223,174,348**	**$ 193,495,101**	**$ 190,112,714**
Total Expenditures	**$ 243,899,125**	**$ 366,341,086**	**$ 378,137,282**	**$ 382,739,948**
Net Total Revenue and Expenditures	**$ 111,956,334**	**$ (184,885,149)**	**$ (7,951,611)**	**$ (158,742,429)**

Full-Time Equivalents Summary

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
General Fund							
City Manager's Office	8.00	9.00	9.00	8.00	3.00	-	3.00
City Secretary's Office	2.00	2.00	2.00	2.00	2.00	-	2.00
Strategic Services	-	-	-	-	6.00	-	6.00
Finance	10.00	11.00	13.00	13.00	13.00	-	13.00
Human Resources	3.00	3.00	4.00	5.00	5.00	-	5.00
Information Technology	3.00	4.00	5.00	6.00	6.00	3.00	9.00
Municipal Court	2.00	2.00	3.00	3.00	3.00	-	3.00
Facility Maintenance	2.00	2.00	2.00	2.00	2.00	1.00	3.00
Total General Government	**30.00**	**33.00**	**38.00**	**39.00**	**40.00**	**4.00**	**44.00**
GIS	2.00	3.00	3.00	4.00	4.00	-	4.00
Building Inspections	28.00	30.00	32.00	36.00	22.00	3.00	25.00
Planning	-	-	-	-	11.00	1.00	12.00
Code Services	-	-	-	-	3.00	1.00	4.00
Engineering	14.00	16.00	18.00	22.00	21.00	1.00	22.00
Total Development & Engineering	**44.00**	**49.00**	**53.00**	**62.00**	**61.00**	**6.00**	**67.00**
Library	5.00	5.50	7.50	8.50	9.50	1.00	10.50
Marketing and Special Events	5.00	5.50	7.00	7.00	7.00	-	7.00
Parks and Recreation	13.00	15.25	19.25	20.25	20.25	2.50	22.75
Total Culture & Recreation	**23.00**	**26.25**	**33.75**	**35.75**	**36.75**	**3.50**	**40.25**
Fire/EMS	43.00	47.00	60.00	68.00	81.00	-	81.00
Police	46.00	51.00	63.00	71.00	71.00	6.00	77.00
Total Public Safety	**89.00**	**98.00**	**123.00**	**139.00**	**152.00**	**6.00**	**158.00**
Streets	8.00	8.00	12.00	15.00	15.00	3.00	18.00
Total Public Services	**8.00**	**8.00**	**12.00**	**15.00**	**15.00**	**3.00**	**18.00**
Total General Fund	**194.00**	**214.25**	**259.75**	**290.75**	**304.75**	**22.50**	**327.25**
Utility Funds							
Water	23.00	23.00	23.00	25.00	25.00	4.00	29.00
Wastewater Collection	10.00	13.00	15.00	19.00	10.00	3.00	13.00
Wastewater Treatment	-	-	-	-	9.00	2.00	11.00
Utility Billing	6.00	6.00	7.00	8.00	8.00	1.00	9.00
Fleet	1.00	1.00	-	-	-	-	-
Total Water & Wastewater Fund	**40.00**	**43.00**	**45.00**	**52.00**	**52.00**	**10.00**	**62.00**
Stormwater & Drainage Fund	**4.00**	**4.00**	**4.00**	**4.00**	**6.00**	**2.00**	**8.00**
Total Utilitiy Funds	**44.00**	**47.00**	**49.00**	**56.00**	**58.00**	**12.00**	**70.00**
Other Funds							
Fleet Fund (VERF)	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total Other Funds	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total FTE's	**238.00**	**261.25**	**309.75**	**347.75**	**363.75**	**34.50**	**398.25**

Debt Service
Principal and Interest Requirements
(City Wide)

FY Ending	Principal	Interest	Total
9/30/2026	$ 20,830,000	$ 27,335,162	$ 48,165,162
9/30/2027	19,950,000	24,705,731	44,655,731
9/30/2028	21,260,000	23,789,175	45,049,175
9/30/2029	22,240,000	22,817,506	45,057,506
9/30/2030	24,605,000	21,815,469	46,420,469
9/30/2031	25,720,000	20,722,100	46,442,100
9/30/2032	26,675,000	19,660,800	46,335,800
9/30/2033	27,405,000	18,612,938	46,017,938
9/30/2034	27,840,000	17,542,625	45,382,625
9/30/2035	28,660,000	16,412,075	45,072,075
9/30/2036	28,325,000	15,272,919	43,597,919
9/30/2037	28,830,000	14,182,756	43,012,756
9/30/2038	29,335,000	13,025,719	42,360,719
9/30/2039	26,600,000	11,888,819	38,488,819
9/30/2040	25,175,000	10,838,825	36,013,825
9/30/2041	26,220,000	9,800,325	36,020,325
9/30/2042	21,120,000	8,714,925	29,834,925
9/30/2043	22,065,000	7,770,275	29,835,275
9/30/2044	23,095,000	6,735,475	29,830,475
9/30/2045	24,185,000	5,651,925	29,836,925
9/30/2046	25,285,000	4,555,325	29,840,325
9/30/2047	26,400,000	3,433,413	29,833,413
9/30/2048	23,120,000	2,261,619	25,381,619
9/30/2049	17,965,000	1,260,013	19,225,013
9/30/2050	9,705,000	460,988	10,165,988
9/30/2051	-	-	-
Total	**$ 602,610,000**	**$ 329,266,900**	**$ 931,876,900**

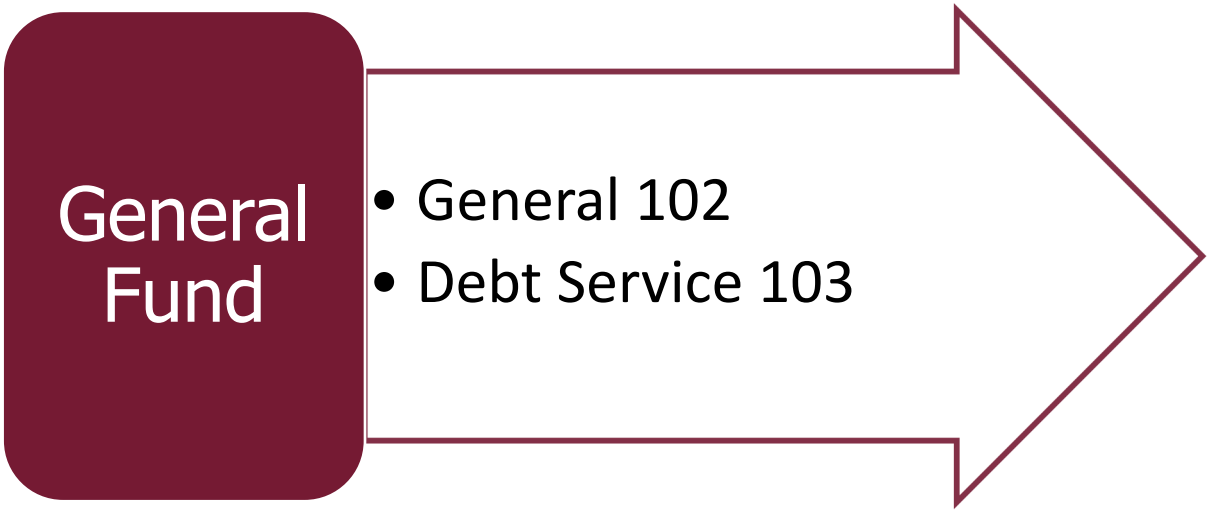

City Wide Principal & Interest Debt Requirements
$50,000,000
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51
Principal
Interest

Fiscal Year 2025 - 2026

Fund Budgets

CELINA
TEXAS
EST. 1876
Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

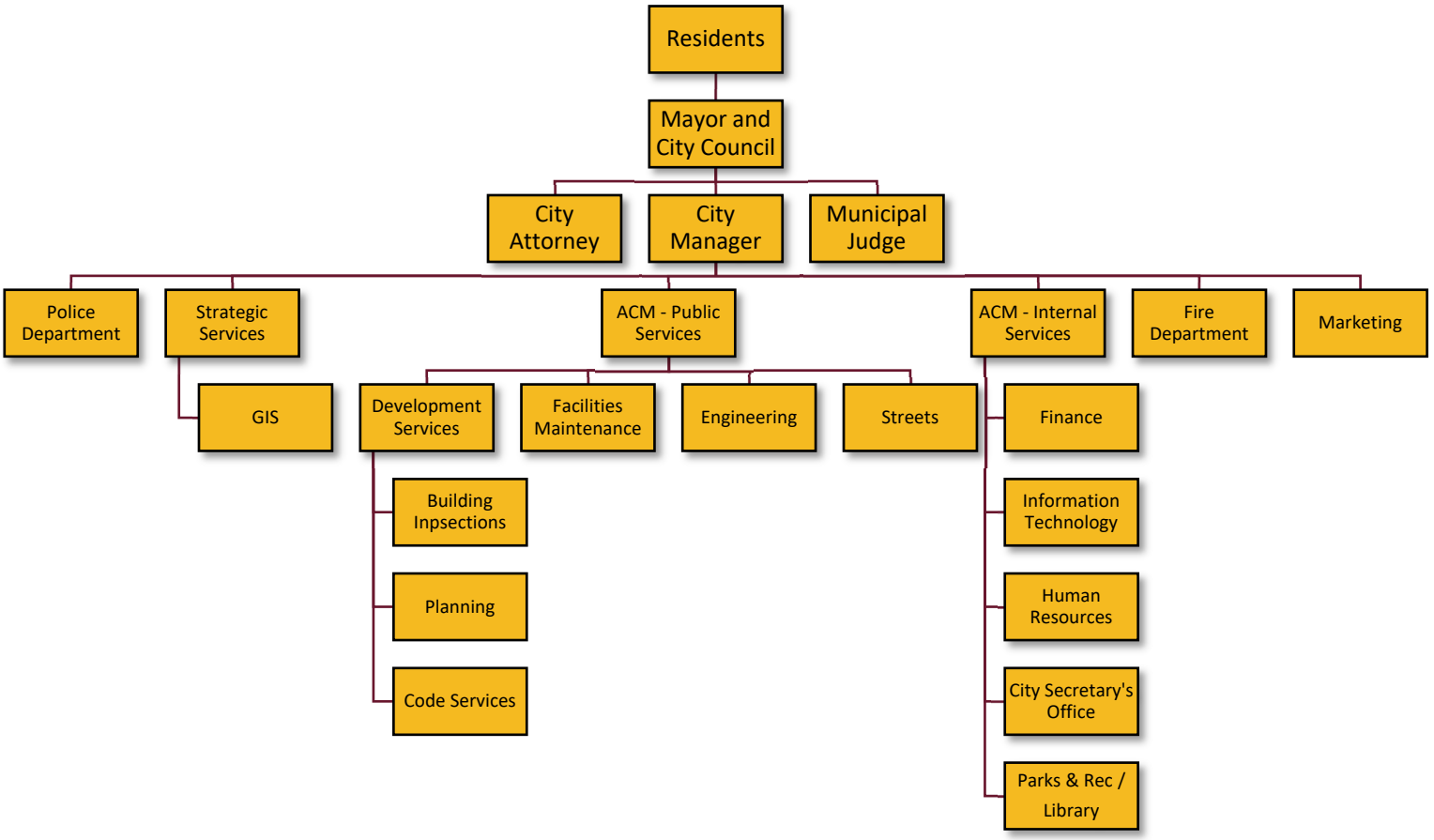


Life Connected.

General Fund

The Departments that comprise the General Fund on a budgetary presentation are GIS, Facilities Maintenance, Information Technology, Finance, Library, City Secretary's Office, Development Services (Building Inspections, Planning, and Code Services), City Manager's Office, Municipal Court, Fire & EMS, Streets, Police, Parks and Recreation, Marketing and Special Events, Engineering, Human Resources, and Strategic Services.

Organizational Chart



Life Connected.

General Fund - 102

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 25,364,146**	**$ 14,413,444**	**$ 31,111,570**	**$ 31,111,570**	**$ 21,442,942**
Revenues					
Taxes	$ 23,825,622	$ 26,781,551	$ 26,781,551	$ 27,975,711	$ 32,560,904
Licenses & Permits	27,280,217	17,800,000	17,800,000	21,175,000	21,505,000
Fines & Fees	3,927,970	3,266,110	3,266,110	3,630,250	3,702,700
Interest Income	2,414,738	1,500,000	1,500,000	1,500,000	1,575,000
Grants	1,258,249	1,300,000	1,300,000	1,300,000	517,000
Contributions & Donations	397,718	397,750	420,750	350,026	414,250
Other Revenue	1,791,253	1,411,237	1,411,237	1,417,737	1,687,244
Transfers In	980,000	1,269,066	1,269,066	1,269,066	1,473,692
Total Revenues	**$ 61,875,766**	**$ 53,725,714**	**$ 53,748,714**	**$ 58,617,790**	**$ 63,435,790**
Expenditures					
City Manager's Office	$ 2,329,530	$ 2,724,338	$ 1,504,838	$ 1,487,038	$ 1,517,079
Strategic Services	-	-	786,224	544,338	841,845
GIS	413,993	543,090	536,635	536,281	559,942
Marketing & Special Events	2,066,356	2,286,243	2,282,005	2,282,005	2,631,663
Information Technology	2,251,332	2,553,643	2,691,194	2,547,927	3,381,466
Finance	1,807,583	2,378,360	2,358,664	2,357,814	2,446,242
Municipal Court	251,704	333,824	337,611	337,611	354,847
City Secretary's Office	295,183	349,864	429,494	361,826	408,357
Parks and Recreation	2,410,189	3,342,725	3,313,203	3,293,985	3,381,226
Library	448,698	740,177	789,780	532,323	885,300
Human Resources	808,608	1,175,216	1,221,301	1,216,801	1,187,574
Facility Maintenance	997,376	1,008,292	482,473	478,908	682,703
Building Inspections	3,484,419	4,344,825	2,723,011	2,716,844	3,163,579
Planning	-	-	1,304,884	1,289,084	1,543,031
Code Services	-	-	364,191	363,691	514,760
Streets	2,560,068	3,763,483	3,448,000	3,294,676	3,353,111
Engineering	2,755,355	3,524,651	3,229,351	3,214,881	3,675,722
Fire & EMS	10,102,739	11,045,248	13,143,035	13,028,551	14,529,651
Police	9,806,318	12,041,766	12,342,844	12,419,472	14,803,730
Non-Departmental	1,405	-	1,709,283	1,820,979	3,209,367
Total Expenditures	**$ 42,790,855**	**$ 52,155,745**	**$ 54,998,021**	**$ 54,125,035**	**$ 63,071,195**
Total available resources less expenditures	**$ 44,449,057**	**$ 15,983,413**	**$ 29,862,263**	**$ 35,604,325**	**$ 21,807,537**
Other Financing (Uses)					
Transfers Out - VERF	$ (1,188,258)	$ (1,411,383)	$ (1,411,383)	$ (1,411,383)	$ (2,035,429)
Transfers Out - Capital Funds	(11,550,000)	(750,000)	(4,750,000)	(12,750,000)	(4,000,000)
Total other financing sources (uses)	**$ (12,738,258)**	**$ (2,161,383)**	**$ (6,161,383)**	**$ (14,161,383)**	**$ (6,035,429)**
Fund Balance, End of Year	**$ 31,710,799**	**$ 13,822,030**	**$ 23,700,880**	**$ 21,442,942**	**$ 15,772,108**
Fund Balances:					
Restricted Fund Balance	$ 254,624	$ -	$ -	$ -	$ -
Unrestricted Fund Balance	31,456,175	13,822,030	23,700,880	21,442,942	15,772,108
Total Fund Balance	**$ 31,710,799**	**$ 13,822,030**	**$ 23,700,880**	**$ 21,442,942**	**$ 15,772,108**

General Fund 5-Year Forecast Assumptions

	FY 2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Population	66,671	79,098	92,375	102,437	112,055
Existing Appraised Value Growth	3.50%	3.50%	3.50%	3.50%	3.50%
New Construction	$1.228B	$1.225B	$1.225B	$1.000B	$1.000B
Sales Tax Growth	16.1%	26.9%	25.0%	25.0%	25.0%
Tax Rate	$0.58	$0.57	$0.56	$0.55	$0.54
Future Bond Sales	$75M	$55M	$40M	$55M	$55M
Compensation	3.0%	3.0%	3.0%	3.0%	3.0%
Operations	16.0%	3.6%	6.8%	6.1%	4.4%
Net New Decision Packages	$4,673,692	$ 1,750,000	$ 2,000,000	$ 1,450,000	$ 2,800,000
Fund Balance Target	25%	25%	25%	25%	25%

Notes:
Population increase is based on developer agreements and planned timelines.
Existing appraised value growth is capped at 3.5% by a tax rate reduction.
New construction is based on a trend analysis.
Sales tax growth is based on population growth and developer agreements for commercial construction.
Tax rate decreases due to projected increased property values.
Future CO bond sales is based on the 5-year CIP.
Compensation includes a 3% STEP and budgeted lump sums for salary market adjustments.

City of Celina
General Fund 5 Year Forecast
2025-26 Budget Year

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 25,364,146	$ 14,413,444	$ 31,111,570	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763
Revenues								
Property Tax	$ 17,683,259	$ 20,946,451	$ 20,946,451	$ 24,668,919	$ 27,189,159	$ 30,814,142	$ 33,363,272	$ 37,607,893
Sales Tax	4,728,856	4,526,900	5,502,260	6,224,985	7,557,106	9,094,195	11,765,556	15,104,758
Licenses & Permits	27,280,217	17,800,000	21,175,000	21,505,000	21,755,000	21,805,000	21,805,000	21,805,000
Other Taxes	1,413,507	1,308,200	1,527,000	1,667,000	1,817,000	1,947,000	2,082,000	2,137,000
Rates, Fees, & Charges	3,927,970	3,266,110	3,630,250	3,702,700	3,803,800	3,939,300	4,150,800	4,150,800
Interest Income	2,414,738	1,500,000	1,500,000	1,575,000	1,575,000	1,575,000	1,575,000	1,600,000
Contributions & Other	3,447,219	3,108,987	3,067,763	2,618,494	2,180,695	2,235,685	2,282,488	2,316,963
Transfers In	980,000	1,269,066	1,269,066	1,473,692	1,512,652	1,552,782	1,594,115	1,636,689
Total Revenues	$ 61,875,766	$ 53,725,714	$ 58,617,790	$ 63,435,790	$ 67,390,412	$ 72,963,104	$ 78,618,232	$ 86,359,103
Expenditures								
Personnel	$ 29,742,774	$ 35,683,298	$ 36,893,577	$ 43,633,670	$ 44,374,252	$ 46,060,415	$ 48,929,800	$ 50,413,440
Personnel Development	636,691	867,073	840,049	1,019,126	1,014,358	1,038,419	1,049,068	1,026,362
Legal & Professional Services	3,267,069	4,262,612	4,480,770	4,662,169	5,049,170	5,605,893	6,062,505	6,405,022
Materials & Supplies	2,859,658	3,487,241	3,443,574	4,330,759	4,480,101	4,750,551	5,133,570	5,347,544
Maintenance & Repair	1,545,594	1,828,830	2,022,740	2,041,211	2,153,107	2,292,078	2,422,274	2,556,447
Other	3,680,980	4,979,592	5,252,226	6,004,077	5,828,257	6,102,443	6,323,491	6,582,290
Capital	1,058,089	1,047,099	1,192,099	1,380,183	85,000	83,000	83,000	65,000
Decision Packages	-	-	-	-	1,750,000	3,750,000	5,200,000	8,000,000
Total Expenditures	$ 42,790,855	$ 52,155,745	$ 54,125,035	$ 63,071,195	$ 64,734,245	$ 69,682,799	$ 75,203,708	$ 80,396,105
Net Income	$ 19,084,911	$ 1,569,969	$ 4,492,755	$ 364,595	$ 2,656,167	$ 3,280,305	$ 3,414,524	$ 5,962,998
Transfers VERF	$ 1,188,258	$ 1,115,760	$ 1,115,760	$ 1,754,391	$ 1,716,256	$ 1,713,237	$ 1,710,127	$ 1,706,924
Transfers Capital	11,550,000	750,000	12,750,000	4,000,000	-	-	-	-
Transfer Fleet	-	295,623	295,623	281,038	289,469	298,153	307,098	316,311
Total Transfers	$ 12,738,258	$ 2,161,383	$ 14,161,383	$ 6,035,429	$ 2,005,725	$ 2,011,390	$ 2,017,225	$ 2,023,235
Restricted Fund Balance	254,624	-	-	-	-	-	-	-
Ending Fund Balance	$ 31,456,175	$ 13,822,030	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763	$ 23,028,526
Fund Balance % of Expenditures	74%	27%	40%	25%	25%	25%	25%	29%

General Fund - 102

Revenue Summary

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Revenues					
Property Tax	$ 19,738,896	$ 23,876,848	$ 23,876,848	$ 23,876,848	$ 27,895,669
Property Tax - Contra	(2,503,458)	(3,065,009)	(3,065,009)	(3,065,009)	(3,387,120)
Property Tax - Delinquent	447,820	134,612	134,612	134,612	160,370
Sales Tax	5,047,477	5,126,900	5,126,900	5,802,260	6,736,860
Sales Tax Rebate	(318,621)	(600,000)	(600,000)	(300,000)	(511,875)
Franchise Taxes - Electricity	927,397	775,000	775,000	930,000	975,000
Franchise Taxes - Gas	421,729	480,000	480,000	515,000	600,000
Franchise Taxes - Telephone	10,091	7,500	7,500	10,000	10,000
Franchise Taxes - Cable TV	23,928	22,000	22,000	22,000	22,000
Mixed Beverage Tax	30,361	23,700	23,700	50,000	60,000
Total Taxes	**$ 23,825,622**	**$ 26,781,551**	**$ 26,781,551**	**$ 27,975,711**	**$ 32,560,904**
Permits	$ 20,380,815	$ 13,800,000	$ 13,800,000	$ 16,000,000	$ 17,250,000
Development Fees	177,819	225,000	225,000	200,000	200,000
Construction Inspection Fees	6,688,589	3,600,000	3,600,000	4,800,000	3,850,000
ISD Permit Fees	(600)	-	-	-	-
Professional Study Fees	33,593	175,000	175,000	175,000	205,000
Total Licenses & Permits	**$ 27,280,217**	**$ 17,800,000**	**$ 17,800,000**	**$ 21,175,000**	**$ 21,505,000**
Court Fines	$ 244,931	$ 160,000	$ 160,000	$ 250,000	$ 250,000
Court Fines Time Pay	100	100	100	100	100
Court Fines Defendant Disposition	119,988	120,000	120,000	120,000	120,000
Credit Card Fees	351	1,000	1,000	-	-
EMS Service Fees	846,000	750,000	750,000	750,000	775,000
Fire Inspection Fees	261,814	125,000	125,000	175,000	175,000
Alarm Permit Fees	63,994	75,000	75,000	60,000	55,000
MUD1 Fire/EMS and Police Fees	1,338,140	1,400,000	1,400,000	1,338,140	1,350,000
Health Inspection Fees	42,580	42,500	42,500	42,500	45,000
PID Administration Fees	632,250	230,000	230,000	432,000	398,400
Rental Registration Fees	61,130	-	-	100,000	100,000
Field/Pavillion Rental Fee	142,710	150,310	150,310	150,310	150,000
Fire/Police Fees Green Meadows	169,090	211,200	211,200	211,200	283,200
Lien Release Fee	834	500	500	500	500
Library Fee	4,056	500	500	500	500
Total Fines & Fees	**$ 3,927,970**	**$ 3,266,110**	**$ 3,266,110**	**$ 3,630,250**	**$ 3,702,700**
Interest Income	$ 2,414,738	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,575,000
Total Interest Income	**$ 2,414,738**	**$ 1,500,000**	**$ 1,500,000**	**$ 1,500,000**	**$ 1,575,000**
Safer Grant	$ 1,258,249	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 517,000
Family and Child Violence Grant	-	-	-	-	-
Total Grants	**$ 1,258,249**	**$ 1,300,000**	**$ 1,300,000**	**$ 1,300,000**	**$ 517,000**

General Fund - 102

Revenue Summary

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Revenues					
Contributions	$ 22,500	$ 83,250	$ 106,250	$ 60,250	$ 83,250
Touch a Truck	11,580	12,000	12,000	12,000	12,000
Special Events	5,025	-	-	-	5,000
Friday Night Market	-	-	-	-	15,000
Cajun Fest	169,334	144,000	144,000	94,000	135,000
Beware	60,298	52,000	52,000	48,000	55,000
Christmas on the Square	51,238	52,500	52,500	60,776	54,000
Splash 'n' Blast	77,743	54,000	54,000	75,000	55,000
Total Contributions & Donations	**$ 397,718**	**$ 397,750**	**$ 420,750**	**$ 350,026**	**$ 414,250**
Police Reports	$ 3,948	$ 3,500	$ 3,500	$ 3,500	$ 3,675
County Rebate of Child Safety	19,235	18,000	18,000	18,000	18,000
Collin Co. Fireman's Assoc.	55,638	52,000	52,000	52,000	52,000
Denton Co Fireman's Assoc.	12,826	10,000	10,000	10,000	10,000
Insurance Proceeds	188,084	-	-	-	-
Sale of Assets	191,558	-	-	-	-
Park Facilities Usage Revenue	410,709	458,345	458,345	458,345	455,350
Park Concession Stand Revenue	71,555	66,000	66,000	63,500	63,500
Recreation Program Revenue	7,840	-	-	-	30,500
Senior Program Revenue	-	-	-	9,000	10,000
Intergovernmental Revenue	145,800	157,000	157,000	157,000	157,000
SRO Revenue Fee	392,134	626,392	626,392	626,392	867,219
Reimbursement - Other	248,205	-	-	-	-
Miscellaneous Revenue	43,720	20,000	20,000	20,000	20,000
Total Other	**$ 1,791,253**	**$ 1,411,237**	**$ 1,411,237**	**$ 1,417,737**	**$ 1,687,244**
Transfers In	$ 980,000	$ 1,269,066	$ 1,269,066	$ 1,269,066	$ 1,473,692
Total Transfers	**$ 980,000**	**$ 1,269,066**	**$ 1,269,066**	**$ 1,269,066**	**$ 1,473,692**
Total Revenues	**$ 61,875,766**	**$ 53,725,714**	**$ 53,748,714**	**$ 58,617,790**	**$ 63,435,790**

Debt Service Fund

The Debt Service Fund accumulates and makes payments of principal and interest on long-term debt secured by the general taxing powers of the City of Celina. The Water and Wastewater Fund makes payments of principal and interest on long-term debt secured by utility revenues.

Debt Issuance

The City will not issue debt for current operations but rather for capital improvements and related expenses. Debt may be issued for purchasing land or rights-of-way, constructing capital improvements, or purchasing capital equipment. Bonds will be paid back within a period that does not exceed the useful life of the asset.

Bond Rating

	Standard & Poor's	Moody's
Ad Valorem backed Bonds	AA	Aa1

Note – Celina's bond rating increased from Aa2 to Aa1 in FY 2024.

Life Connected.

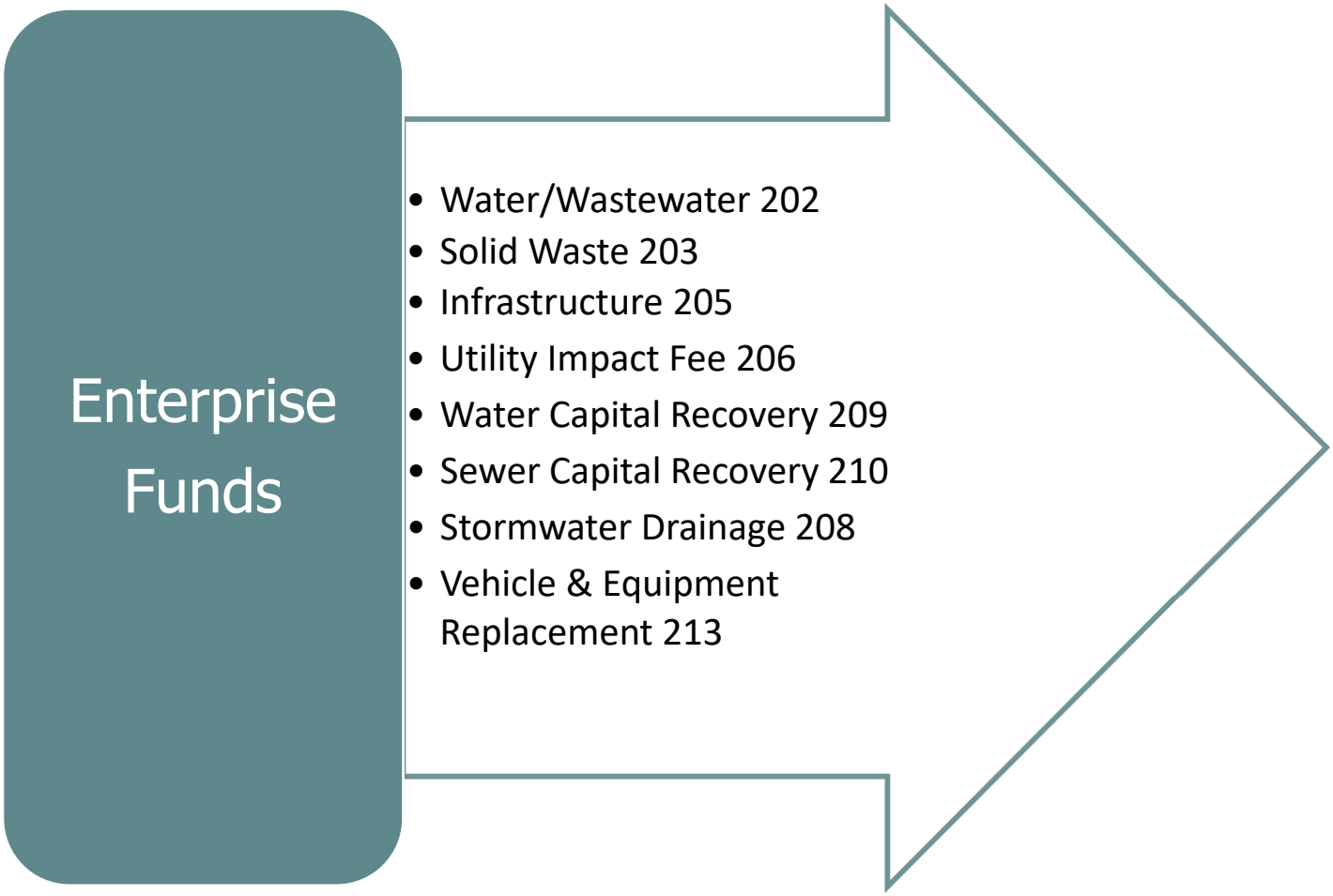
Debt Service Fund - 103

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 3,689,412**	**$ 5,027,317**	**$ 7,640,809**	**$ 7,640,809**	**$ 3,117,429**
Revenues					
Taxes	$ 17,694,200	$ 23,792,596	$ 23,792,596	$ 23,792,596	$ 30,627,881
Interest Income	-	-	-	-	-
Total Revenues	**$ 17,694,200**	**$ 23,792,596**	**$ 23,792,596**	**$ 23,792,596**	**$ 30,627,881**
Expenditures					
Principal	$ 6,075,000	$ 9,860,000	$ 9,860,000	$ 9,860,000	$ 14,205,000
Interest	8,152,792	13,763,142	13,763,142	13,763,142	17,361,076
Arbitrage	-	-	-	-	50,000
Miscellaneous	2,500	3,500	3,500	3,500	7,500
Total Expenditures	**$ 14,230,292**	**$ 23,626,642**	**$ 23,626,642**	**$ 23,626,642**	**$ 31,623,576**
Total available resources less expenditures	**$ 7,153,320**	**$ 5,193,271**	**$ 7,806,763**	**$ 7,806,763**	**$ 2,121,735**
Other Financing Sources (Uses)					
Transfers In	$ 821,257	$ -	$ -	$ -	$ 2,327,981
Transfers Out	(333,768)	-	(4,689,334)	(4,689,334)	-
Total other financing sources (uses)	**$ 487,489**	**$ -**	**$ (4,689,334)**	**$ (4,689,334)**	**$ 2,327,981**
Fund Balance, End of Year	**$ 7,640,809**	**$ 5,193,271**	**$ 3,117,429**	**$ 3,117,429**	**$ 4,449,716**

CELINA
TEXAS
EST. 1876
Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.



Life Connected.

Enterprise Fund Descriptions

Water & Wastewater Fund

The Water & Wastewater Fund is part of the Public Works Department and provides potable water and treats wastewater from its customers. The major functions of the fund are administration, water distribution, wastewater collection, wastewater treatment, utility billing, and water metering.

Solid Waste Fund

The Solid Waste Fund was established in fiscal year 2022 to more accurately track the revenues and expenses of the solid waste collection service. Prior to fiscal year 2022 Solid Waste activities were included in the Water & Wastewater Fund.

Infrastructure Fund

The Infrastructure Fund is used for capital infrastructure purchases from other funding sources.

Utility Impact Fee Fund

The Utility Impact Fee Fund provides a mechanism of funding to Water and Wastewater projects impacted by new development. Impact fees paid by developers for new construction or upsizing existing structures. The revenue is used to pay for the increased demand put on the system by the new development. These fees fund capital projects identified in impact fee studies for upsizing distribution systems, collection systems, and increasing plant capacity.

Stormwater Drainage Fund

The Stormwater Drainage Fund collects revenue from Stormwater Fees determined by the square footage of impermeable surfaces on a property. This money is designated for Stormwater operating and capital improvement activities.

Water Capital Recovery Fund

The Water Capital Recovery Fund is used for capital infrastructure and capital equipment purchases.

Sewer Capital Recovery Fund

The Sewer Capital Recovery Fund is used for capital infrastructure and capital equipment purchases.

Vehicle & Equipment Replacement Fund

The Vehicle and Equipment Replacement Fund provides a funding source to replace vehicles and equipment for each of the utility funds. Each utility pays a portion of the replacement cost of their vehicles and equipment over the life of the assets until the full replacement cost is recovered.

CELINA TEXAS EST. 1876

Life Connected.

Water/Wastewater Fund - 202

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Working Capital, Beginning of Year	**$ 20,411,300**	**$ 18,892,284**	**$ 23,675,067**	**$ 23,675,067**	**$ 22,201,929**
Revenues					
Water Sales	$ 20,091,231	$ 21,620,000	$ 21,620,000	$ 24,922,240	$ 26,878,152
Wastewater Sales	12,079,234	13,225,000	13,225,000	15,800,000	17,696,000
Water/Wastewater Connection Fees	9,732,165	6,800,000	6,800,000	8,620,300	8,620,000
Meter Revenue	1,433,037	660,000	660,000	1,248,000	1,248,000
Developer Revenue	750,000	750,000	750,000	750,000	750,000
Fines & Fees	240,723	241,400	241,400	299,400	285,400
Miscellaneous Revenue	183,158	25,000	25,371	120,000	80,000
Interest Income	2,279,324	2,200,000	2,200,000	2,037,000	2,040,000
Other - Intergovernmental/Grant	771,812	400,000	400,000	400,000	400,000
Total Revenues	**$ 47,560,684**	**$ 45,921,400**	**$ 45,921,771**	**$ 54,196,940**	**$ 57,997,552**
Expenditures					
Water Department	$ 12,507,606	$ 16,802,626	$ 16,900,430	$ 16,480,400	$ 18,105,187
Wastewater Collections	4,528,699	5,906,525	4,780,586	4,700,599	5,904,458
Wastewater Treatment	-	-	1,284,051	1,091,614	1,681,251
Utility Billing	1,223,927	1,244,337	1,393,337	1,381,474	1,774,856
Debt Service - City Issued	13,104,255	14,580,027	14,580,027	14,880,027	16,599,087
Debt Service - UTRWD	1,611,635	3,177,327	3,177,327	3,176,442	4,798,505
Total Expenditures	**$ 32,976,122**	**$ 41,710,842**	**$ 42,115,758**	**$ 41,710,556**	**$ 48,863,344**
Total available resources less expenditures	**$ 34,995,862**	**$ 23,102,842**	**$ 27,481,080**	**$ 36,161,451**	**$ 31,336,137**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	(11,320,795)	(3,459,522)	(13,959,522)	(13,959,522)	(11,172,203)
Total other financing sources (uses)	**$ (11,320,795)**	**$ (3,459,522)**	**$ (13,959,522)**	**$ (13,959,522)**	**$ (11,172,203)**
Working Capital, End of Year	**$ 23,675,067**	**$ 19,643,320**	**$ 13,521,558**	**$ 22,201,929**	**$ 20,163,934**
Full Time Equivalents (FTEs)					
Water Department	23.00	25.00	25.00	25.00	29.00
Wastewater Collections	15.00	19.00	10.00	10.00	13.00
Wastewater Treatment	-	-	9.00	9.00	11.00
Utility Billing	7.00	8.00	8.00	8.00	9.00
Total Full Time Equivalents (FTEs)	45.00	52.00	52.00	52.00	62.00

Water/Wastewater Fund 5-Year Forecast Assumptions

	FY 2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Water Sales	24%	7%	8%	5%	5%
Wastewater Sales	34%	11%	10%	9%	8%
Connection Fees	27%	0%	0%	0%	0%
Operations	15%	6%	8%	11%	7%
Debt (City)	14%	26%	18%	13%	3%
Debt (UTRWD)	51%	57%	18%	-2%	7%
Future Bond Sales	$69.11M	$64.03M	$58.95M	$9.71M	$20.33M

Notes:
Water and Wastewater Fund assumptions are based upon a rate study performed by an engineering firm, trend analysis, and developer agreements.
Water revenues are capped by water supply availability in FY 2027 and beyond.

City of Celina
Water/Wastewater Fund 5 Year Forecast
2025-26 Budget Year

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 20,411,300	$ 18,892,284	$ 23,675,067	$ 22,201,929	$ 20,163,934	$ 22,773,224	$ 27,288,040	$ 28,743,274
Revenues								
Water Sales	$ 20,091,231	$ 21,620,000	$ 24,922,240	$ 26,878,152	$ 28,827,721	$ 31,188,061	$ 32,747,464	$ 34,384,837
Wastewater Sales	12,079,234	13,225,000	15,800,000	17,696,000	19,642,560	21,606,816	23,551,429	25,435,543
Connection Fees	9,732,165	6,800,000	8,620,300	8,620,000	8,620,000	8,620,000	8,620,000	8,620,000
Meter Revenue	1,433,037	660,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	750,000	750,000	750,000	775,000	-	-	-
Fines & Fees	240,723	241,400	299,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	183,158	25,000	120,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,279,324	2,200,000	2,037,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other Revenue	771,812	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Total Revenues	$ 47,560,684	$ 45,921,400	$ 54,196,940	$ 57,997,552	$ 61,918,681	$ 65,468,277	$ 68,972,293	$ 72,493,780
Expenditures								
Water Department	$ 12,507,606	$ 16,802,626	$ 16,480,400	$ 18,105,188	$ 19,070,394	$ 21,078,812	$ 23,516,107	$ 25,200,239
Wastewater Collections	4,528,699	5,906,525	4,700,599	5,904,459	6,464,576	6,540,576	7,465,212	8,078,109
Wastewater Treatment	-	-	1,091,614	1,681,251	1,726,391	1,762,340	1,787,326	1,820,685
Utility Customer Service	1,223,927	1,244,337	1,381,474	1,774,856	1,905,872	2,052,187	2,198,196	2,341,849
Debt Service (City)	13,104,255	14,580,027	14,880,027	16,599,087	20,882,610	24,611,128	27,800,435	28,745,169
Debt Service (UTRWD)	1,611,635	3,177,327	3,176,442	4,798,503	7,556,831	8,924,272	8,733,264	9,321,264
Total Expenditures	$ 32,976,122	$ 41,710,842	$ 41,710,556	$ 48,863,344	$ 57,606,674	$ 64,969,315	$ 71,500,540	$ 75,507,315
Net Income	$ 14,584,562	$ 4,210,558	$ 12,486,384	$ 9,134,208	$ 4,312,007	$ 498,962	$ (2,528,247)	$ (3,013,535)
Transfers In	$ -	$ -	$ -	$ -	$ -	$ 5,750,000	$ 5,750,000	$ 6,000,000
Transfers Out	(11,320,795)	(3,459,522)	(13,959,522)	(11,172,203)	(1,702,717)	(1,734,146)	(1,766,519)	(1,799,863)
Total Other Financing Sources (uses)	$ (11,320,795)	$ (3,459,522)	$ (13,959,522)	$ (11,172,203)	$ (1,702,717)	$ 4,015,854	$ 3,983,481	$ 4,200,137
Ending Fund Balance	$ 23,675,067	$ 19,643,320	$ 22,201,929	$ 20,163,934	$ 22,773,224	$ 27,288,040	$ 28,743,274	$ 29,929,876

Solid Waste Fund - 203

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 1,766,757**	**$ 2,430,347**	**$ 2,450,719**	**$ 2,450,719**	**$ 3,124,499**
Revenues					
Trash Franchise Fee	$ 317,451	$ 260,000	$ 260,000	$ 342,967	$ 365,000
Trash & Recycling Sales	3,840,309	4,316,276	4,316,276	4,500,000	5,934,193
Interest Income	112,336	120,000	120,000	112,000	108,000
Total Revenues	**$ 4,270,096**	**$ 4,696,276**	**$ 4,696,276**	**$ 4,954,967**	**$ 6,407,193**
Expenditures					
Solid Waste Operations	$ 3,586,134	$ 4,470,000	$ 4,470,000	$ 4,281,187	$ 6,322,600
Total Expenditures	**$ 3,586,134**	**$ 4,470,000**	**$ 4,470,000**	**$ 4,281,187**	**$ 6,322,600**
Total available resources less expenditures	**$ 2,450,719**	**$ 2,656,623**	**$ 2,676,995**	**$ 3,124,499**	**$ 3,209,092**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,450,719**	**$ 2,656,623**	**$ 2,676,995**	**$ 3,124,499**	**$ 3,209,092**

Water/Wastewater
Infrastructure, Impact, & Capital Fee Fund - 205, 206, 209, 210
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 36,395,633**	**$ 53,387,404**	**$ 56,404,920**	**$ 56,404,920**	**$ 68,634,922**
Revenues					
Future Infrastructure Fees (205)	$ -	$ -	$ -	$ -	$ -
Water/Wastewater Impact Fees (206)	6,420,426	4,350,000	4,350,000	4,350,000	4,100,000
Water Capital Recovery Fees (209)	3,689,511	3,000,000	3,000,000	3,000,000	3,000,000
Wastewater Capital Recovery Fees (210)	3,729,000	3,300,000	3,300,000	3,000,000	3,000,000
Interest Income (205, 206, 209, 210)	2,251,528	2,190,000	2,190,000	1,900,000	1,750,000
Total Revenues	**$ 16,090,465**	**$ 12,840,000**	**$ 12,840,000**	**$ 12,250,000**	**$ 11,850,000**
Expenditures					
Future Infrastructure (205)	$ 11,200	$ -	$ -	$ -	$ -
Water/Wastewater Impact (206)	1,111,387	11,345,027	11,345,027	5,640,770	4,726,416
Water Capital Recovery (209)	93,275	2,381,300	4,881,300	4,881,300	7,000,000
Wastewater Capital Recovery (210)	3,865,316	1,158,530	1,158,530	497,928	11,000,000
Total Expenditures	**$ 5,081,178**	**$ 14,884,857**	**$ 17,384,857**	**$ 11,019,998**	**$ 22,726,416**
Total available resources less expenditures	**$ 47,404,920**	**$ 51,342,547**	**$ 51,860,063**	**$ 57,634,922**	**$ 57,758,506**
Other Financing Sources (Uses)					
Transfers In	$ 16,605,000	$ 5,000,000	$ 15,500,000	$ 15,500,000	$ 8,500,000
Transfers Out	(7,605,000)	(4,500,000)	(4,500,000)	(4,500,000)	-
Total other financing sources (uses)	**$ 9,000,000**	**$ 500,000**	**$ 11,000,000**	**$ 11,000,000**	**$ 8,500,000**
Fund Balance, End of Year	**$ 56,404,920**	**$ 51,842,547**	**$ 62,860,063**	**$ 68,634,922**	**$ 66,258,506**

Stormwater Drainage Fund - 208

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 2,695,475**	**$ 4,951,864**	**$ 10,612,975**	**$ 10,612,975**	**$ 4,585,788**
Revenues					
Stormwater Fees	$ 1,348,059	$ 1,415,000	$ 1,415,000	$ 1,415,000	$ 1,625,000
Interest Income	180,808	150,000	150,000	150,000	150,000
Total Revenues	**$ 1,528,867**	**$ 1,565,000**	**$ 1,565,000**	**$ 1,565,000**	**$ 1,775,000**
Expenditures					
Stormwater Drainage Operations	$ 214,612	$ 902,848	$ 902,848	$ 891,092	$ 1,063,626
Stormwater Drainage Capital	537,439	2,209,731	8,209,731	8,132,285	2,049,802
Total Expenditures	**$ 752,051**	**$ 3,112,579**	**$ 9,112,579**	**$ 9,023,377**	**$ 3,113,428**
Total available resources less expenditures	**$ 3,472,291**	**$ 3,404,285**	**$ 3,065,396**	**$ 3,154,598**	**$ 3,247,360**
Other Financing Sources (Uses)					
Transfers In	$ 7,170,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,000,000
Transfers Out	(29,316)	(68,810)	(68,810)	(68,810)	(84,387)
Total other financing sources (uses)	**$ 7,140,684**	**$ 1,431,190**	**$ 1,431,190**	**$ 1,431,190**	**$ 915,613**
Fund Balance, End of Year	**$ 10,612,975**	**$ 4,835,475**	**$ 4,496,586**	**$ 4,585,788**	**$ 4,162,973**
Full Time Equivalents (FTEs)					
Stowmwater & Drainage Fund	4.00	4.00	6.00	6.00	8.00

Stormwater Fund 5-Year Forecast Assumptions

	FY 2024-25 Proposed	FY 2025-26 Projected	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected
Stormwater Drainage Fees	15%	15%	12%	10%	9%
Operations – Recurring Costs	18%	33%	31%	23%	15%
Capital – One-Time Costs	-7%	-63%	0%	0%	0%

Notes:
1. Revenue Growth asssumes growth in residents and commercial development.
2. Operations growth assumes larger growth in personnel and equipment each year.
3. Capital includes capital equipment purchases.

City of Celina
Stormwater Fund 5 Year Forecast
2025-26 Budget Year

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 2,695,475	$ 4,951,864	$ 10,612,974	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895
Revenues								
Stormwater Drainage Fees	$ 1,348,059	$ 1,415,000	$ 1,415,000	$ 1,625,000	$ 1,868,750	$ 2,093,000	$ 2,302,300	$ 2,510,000
Interest Income	180,808	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Total Revenues	$ 1,528,867	$ 1,565,000	$ 1,565,000	$ 1,775,000	$ 2,018,750	$ 2,243,000	$ 2,452,300	$ 2,660,000
Expenditures								
Operations	$ 214,612	$ 902,848	$ 891,092	$ 1,063,626	$ 1,066,716	$ 1,103,519	$ 1,138,571	$ 1,087,113
Capital	537,439	2,209,731	8,132,285	2,049,802	750,000	750,000	750,000	750,000
Future Decision Packages	-	-	-	-	349,086	752,414	1,152,660	1,546,660
Total Expenditures	$ 752,052	$ 3,112,579	$ 9,023,377	$ 3,113,428	$ 2,165,802	$ 2,605,933	$ 3,041,231	$ 3,383,773
Net Income	$ 776,815	$ (1,547,579)	$ (7,458,377)	$ (1,338,428)	$ (147,052)	$ (362,933)	$ (588,931)	$ (723,773)
Transfers In	$ 7,170,000	$ 1,500,000	$ 1,500,000	$ 1,000,000	$ -	$ -	$ -	$ -
Transfers Out	29,316	68,810	68,810	84,387	84,387	84,387	84,387	84,387
Total Other Financing Sources (uses)	$ 7,140,684	$ 1,431,190	$ 1,431,190	$ 915,613	$ (84,387)	$ (84,387)	$ (84,387)	$ (84,387)
Ending Fund Balance	$ 10,612,974	$ 4,835,475	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895	$ 2,002,735

Utility Vehicle & Equipment Replacement Fund - 213
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 2,362,494**	**$ 2,799,130**	**$ 3,219,807**	**$ 3,219,807**	**$ 3,517,751**
Revenues					
Interest Income	$ 122,963	$ 130,000	$ 130,000	$ 120,000	$ 130,000
Total Revenues	**$ 122,963**	**$ 130,000**	**$ 130,000**	**$ 120,000**	**$ 130,000**
Expenditures					
Capital Expenditures	$ 135,761	$ 362,868	$ 362,868	$ 362,868	$ 90,000
Total Expenditures	**$ 135,761**	**$ 362,868**	**$ 362,868**	**$ 362,868**	**$ 90,000**
Total available resources less expenditures	**$ 2,349,696**	**$ 2,566,262**	**$ 2,986,939**	**$ 2,976,939**	**$ 3,557,751**
Other Financing Sources (Uses)					
Transfers In	$ 870,111	$ 540,812	$ 540,812	$ 540,812	$ 739,444
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 870,111**	**$ 540,812**	**$ 540,812**	**$ 540,812**	**$ 739,444**
Fund Balance, End of Year	**$ 3,219,807**	**$ 3,107,074**	**$ 3,527,751**	**$ 3,517,751**	**$ 4,297,195**

CELINA
TEXAS
EST. 1876
Life Connected.



Life Connected.

Special Revenue Funds

- Park Fee 109
- Hotel/Motel Fund 110
- Downtown 112
- PEG 114
- Grants 115
- Seizures and Forfeitures 116
- Donations Fund 117
- Court Security 118
- Court Technology 119
- Technology 122
- Integrity 123
- Stabilization 127
- TIRZ #11 Downtown 311
- Developer Capital Fee 450
- Wilson Park Fee 451
- Legacy Hills Fee 453

CELINA TEXAS EST. 1876
Life Connected.

Special Revenue Fund Descriptions

Park Fee Fund

The Park Fee Fund receives revenue from developer agreements and is used for parks specific capital projects.

Hotel/Motel Fund

The Hotel/Motel Fund receives revenues from local hotel occupancy taxes and uses those revenues to enhance and promote tourism.

Downtown Fund

The Downtown Fund receives revenues from special events and uses those revenues to provide future funding to downtown special events and activities.

PEG Fund

The PEG Fund is used to track revenues and expenditures for Public, Educational, and Government Access Channels (PEG) related activities. Revenues are derived from fees charged to cable subscribers.

Grants Fund

The Grants Fund is used to track the various grant awards the City of Celina receives. There are specific requirements for each grant therefore a fund was set up to track the revenues and expenses separately.

Seizures and Forfeitures Fund

The Seizures and Forfeitures Fund is used to track revenue from seizures and used on Police Department specific expenses.

Donations Fund

The Donations Fund is used to track revenue from donations to the City and the corresponding expenditures.

Court Security Fund

The Court Security Fund is set by Code of Criminal Procedure 102.017 and is used for security personnel, services, and items related to buildings that house the court. The revenue is set chapters 134 and 135 of the Local Government Code which includes court fees for filing civil cases and for criminal convictions.

Special Revenue Fund Descriptions

Court Technology Fund

The Court Technology Fund is set by Code of Criminal Procedure 102.0172 and is used for purchase of or to maintain technological enhancements for a municipal court or municipal court record. The funding is from Local Government Code section 134.103, non-jailable misdemeanor convictions.

Technology Fund

The Technology Fund pays for technology infrastructure improvements and computer hardware and software needs. The funding comes from developer fees assigned when obtaining building permits.

Integrity Fund

This fund helps with the beautification of the City of Celina. The revenues collected are allocated for improvements for sidewalks, street landscaping, signage, lighting, and façade improvements as well as Music on the Square and public art. The funding for this fund comes predominantly from Water Tower Rental fees, Tree Mitigation fees, and Warning Device fees.

Stabilization Fund

The Stabilization Fund provides a dedicated reserve to protect the City from cyclical downturns in the economy. The second largest source of revenue in the City of Celina is development fees, which are a one-time revenue source and are dependent on economic conditions. A best practice for reserves for one-time revenue sources is 40%. The City's target for the Stabilization Fund is 40% of development fee revenues.

TIRZ #11 Downtown Fund

The TIRZ #11 Downtown Fund receives property tax revenue from within the downtown TIRZ boundary. That revenue is reinvested within downtown Celina with capital improvement projects.

Developer Capital Fee Fund

The Developer Capital Fee Fund accounts for the fees paid to build capital projects per individual agreements with developers.

Wilson Park Fee Fund

The Wilson Park Fee Fund is used to track development revenue and expenses dedicated to Wilson Creek Park capital improvement projects.

CELINA TEXAS EST. 1876

Life Connected.

Special Revenue Fund Descriptions

Legacy Hills Fee Fund

The Legacy Hills Fee Fund is used to track development revenue and expenses dedicated to Legacy Hills capital improvement projects.

Life Connected.

Park Fee Fund - 109

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 7,560,209**	**$ 2,626,629**	**$ 10,550,624**	**$ 10,550,624**	**$ 11,399,265**
Revenues					
Park Fees	$ 5,144,501	$ 4,000,000	$ 4,000,000	$ 3,500,000	$ 4,000,000
Interest Income	492,927	480,000	480,000	480,000	438,731
Total Revenues	**$ 5,637,428**	**$ 4,480,000**	**$ 4,480,000**	**$ 3,980,000**	**$ 4,438,731**
Expenditures					
Parks & Recreation	$ 2,832,447	$ 2,566,975	$ 6,022,057	$ 4,783,065	$ 6,715,975
Total Expenditures	**$ 2,832,447**	**$ 2,566,975**	**$ 6,022,057**	**$ 4,783,065**	**$ 6,715,975**
Total available resources less expenditures	**$ 10,365,190**	**$ 4,539,654**	**$ 9,008,567**	**$ 9,747,559**	**$ 9,122,021**
Other Financing Sources (Uses)					
Transfers In	$ 185,434	$ 1,651,706	$ 1,651,706	$ 1,651,706	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 185,434**	**$ 1,651,706**	**$ 1,651,706**	**$ 1,651,706**	**$ -**
Fund Balance, End of Year	**$ 10,550,624**	**$ 6,191,360**	**$ 10,660,273**	**$ 11,399,265**	**$ 9,122,021**

Hotel/Motel Fund - 110

Revenues, Expenditures and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 36,046**	**$ 49,846**	**$ 49,846**	**$ 46,880**	**$ 54,680**
Revenues					
Hotel Occupancy Tax	$ 8,734	$ 12,000	$ 12,000	$ 6,000	$ 8,000
Interest Income	2,101	1,800	1,800	1,800	1,800
Total Revenues	**$ 10,835**	**$ 13,800**	**$ 13,800**	**$ 7,800**	**$ 9,800**
Expenditures					
Operations	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 46,880**	**$ 63,646**	**$ 63,646**	**$ 54,680**	**$ 64,480**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 46,880**	**$ 63,646**	**$ 63,646**	**$ 54,680**	**$ 64,480**

Downtown Fund - 112

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 100,872**	**$ 68,234**	**$ 77,948**	**$ 77,948**	**$ 77,068**
Revenues					
Contributions & Donations	$ 77,901	$ 94,500	$ 94,500	$ 94,500	$ 110,000
Interest Income	5,282	5,000	5,000	5,000	5,000
Total Revenues	**$ 83,182**	**$ 99,500**	**$ 99,500**	**$ 99,500**	**$ 115,000**
Expenditures					
Downtown	$ 106,107	$ 95,753	$ 131,503	$ 100,380	$ 91,153
Total Expenditures	**$ 106,107**	**$ 95,753**	**$ 131,503**	**$ 100,380**	**$ 91,153**
Total available resources less expenditures	**$ 77,948**	**$ 71,981**	**$ 45,945**	**$ 77,068**	**$ 100,915**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 77,948**	**$ 71,981**	**$ 45,945**	**$ 77,068**	**$ 100,915**

PEG Fund - 114

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 80,140**	**$ 91,640**	**$ 65,721**	**$ 65,721**	**$ 74,982**
Revenues					
PEG Fees	$ 7,498	$ 8,500	$ 8,500	$ 6,500	$ 5,000
Interest Income	3,348	3,000	3,000	2,761	3,000
Total Revenues	**$ 10,846**	**$ 11,500**	**$ 11,500**	**$ 9,261**	**$ 8,000**
Expenditures					
Operations	$ 25,265	$ -	$ -	$ -	$ -
Total Expenditures	**$ 25,265**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 65,721**	**$ 103,140**	**$ 77,221**	**$ 74,982**	**$ 82,982**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 65,721**	**$ 103,140**	**$ 77,221**	**$ 74,982**	**$ 82,982**

Grants Fund - 115

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 11,004**	**$ 6,604**	**$ 168,455**	**$ 168,455**	**$ 169,034**
Revenues					
Grants	$ 226,459	$ 2,000	$ 301,715	$ 301,715	$ -
Interest Income	859	600	600	579	200
Total Revenues	**$ 227,318**	**$ 2,600**	**$ 302,315**	**$ 302,294**	**$ 200**
Expenditures					
Operations	$ 69,867	$ -	$ 301,715	$ 301,715	$ -
Total Expenditures	**$ 69,867**	**$ -**	**$ 301,715**	**$ 301,715**	**$ -**
Total available resources less expenditures	**$ 168,455**	**$ 9,204**	**$ 169,055**	**$ 169,034**	**$ 169,234**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 168,455**	**$ 9,204**	**$ 169,055**	**$ 169,034**	**$ 169,234**

Seizures and Forfeitures Fund - 116
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 92,813**	**$ 58,213**	**$ 64,155**	**$ 64,155**	**$ 16,155**
Revenues					
Police Seizures	$ 17,871	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Interest Income	4,954	5,400	5,400	2,000	600
Total Revenues	**$ 22,825**	**$ 15,400**	**$ 15,400**	**$ 12,000**	**$ 10,600**
Expenditures					
Operations	$ 51,483	$ 50,000	$ 60,000	$ 60,000	$ 10,000
Total Expenditures	**$ 51,483**	**$ 50,000**	**$ 60,000**	**$ 60,000**	**$ 10,000**
Total available resources less expenditures	**$ 64,155**	**$ 23,613**	**$ 19,555**	**$ 16,155**	**$ 16,755**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 64,155**	**$ 23,613**	**$ 19,555**	**$ 16,155**	**$ 16,755**

Donations Fund - 117

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 8,520**	**$ 13,940**	**$ 11,490**	**$ 11,490**	**$ 14,440**
Revenues					
Police Donations	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Fire & EMS Donations	-	2,500	2,500	2,500	2,500
Parks Donations	-	-	-	-	-
Library Donations	2,500	-	-	-	-
Interest Income	470	450	450	450	450
Total Revenues	**$ 2,970**	**$ 5,450**	**$ 5,450**	**$ 5,450**	**$ 5,450**
Expenditures					
Operations	$ -	$ -	$ 2,500	$ 2,500	$ -
Total Expenditures	**$ -**	**$ -**	**$ 2,500**	**$ 2,500**	**$ -**
Excess (deficiency) of revenues over (under) expenditures	**$ 11,490**	**$ 19,390**	**$ 14,440**	**$ 14,440**	**$ 19,890**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 11,490**	**$ 19,390**	**$ 14,440**	**$ 14,440**	**$ 19,890**

Court Security/Technology Fund - 118, 119
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 145,913**	**$ 132,713**	**$ 175,019**	**$ 175,019**	**$ 164,319**
Revenues					
Court Security/Technology Revenue	$ 22,950	$ 22,000	$ 22,000	$ 22,000	$ 27,000
Interest Income	8,284	8,340	8,340	7,300	7,300
Total Revenues	**$ 31,233**	**$ 30,340**	**$ 30,340**	**$ 29,300**	**$ 34,300**
Expenditures					
Municipal Court Administration	$ 2,127	$ 40,000	$ 40,000	$ 40,000	$ 40,000
Total Expenditures	**$ 2,127**	**$ 40,000**	**$ 40,000**	**$ 40,000**	**$ 40,000**
Total available resources less expenditures	**$ 175,019**	**$ 123,053**	**$ 165,359**	**$ 164,319**	**$ 158,619**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 175,019**	**$ 123,053**	**$ 165,359**	**$ 164,319**	**$ 158,619**

Technology Fund - 122

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 1,378,683**	**$ 2,078,683**	**$ 2,282,979**	**$ 2,282,979**	**$ 2,662,779**
Revenues					
Technology Fees	$ 965,950	$ 750,000	$ 750,000	$ 1,000,000	$ 900,000
Interest Income	92,848	90,000	90,000	90,000	90,000
Total Revenues	**$ 1,058,798**	**$ 840,000**	**$ 840,000**	**$ 1,090,000**	**$ 990,000**
Expenditures					
Operations	$ 154,502	$ 1,195,000	$ 1,195,000	$ 710,200	$ 1,046,000
Total Expenditures	**$ 154,502**	**$ 1,195,000**	**$ 1,195,000**	**$ 710,200**	**$ 1,046,000**
Total available resources less expenditures	**$ 2,282,979**	**$ 1,723,683**	**$ 1,927,979**	**$ 2,662,779**	**$ 2,606,779**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,282,979**	**$ 1,723,683**	**$ 1,927,979**	**$ 2,662,779**	**$ 2,606,779**

Integrity Fund - 123

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 2,405,815**	**$ 2,990,815**	**$ 3,616,080**	**$ 3,616,080**	**$ 3,063,154**
Revenues					
Warning Device Fees	$ 181,099	$ 125,000	$ 125,000	$ 125,000	$ 125,000
Water Tower Rental Fees	210,135	205,000	205,000	195,000	205,000
Tree Mitigation Fees	1,025,758	450,000	450,000	750,000	750,000
Interest Income	147,624	140,000	140,000	164,574	160,000
Total Revenues	**$ 1,564,616**	**$ 920,000**	**$ 920,000**	**$ 1,234,574**	**$ 1,240,000**
Expenditures					
Operations	$ 354,351	$ 787,500	$ 1,787,500	$ 1,787,500	$ 1,715,200
Total Expenditures	**$ 354,351**	**$ 787,500**	**$ 1,787,500**	**$ 1,787,500**	**$ 1,715,200**
Total available resources less expenditures	**$ 3,616,080**	**$ 3,123,315**	**$ 2,748,580**	**$ 3,063,154**	**$ 2,587,954**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ 1,250,000
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,250,000**
Fund Balance, End of Year	**$ 3,616,080**	**$ 3,123,315**	**$ 2,748,580**	**$ 3,063,154**	**$ 3,837,954**
Fund Balances:					
Restricted for:					
Warning Device Program	$ 443,800	$ 339,453	$ 339,453	$ 556,163	$ 681,163
Unassigned:					
Integrity Fund Programs	$ 3,172,280	$ 2,783,862	$ 2,409,127	$ 2,506,991	$ 3,156,791
Total Fund Balances	**$ 3,616,080**	**$ 3,123,315**	**$ 2,748,580**	**$ 3,063,154**	**$ 3,837,954**

Stabilization Fund - 127

Revenues, Expenditures and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 6,592,312**	**$ 8,197,312**	**$ 8,197,312**	**$ 7,406,915**	**$ 7,669,400**
Revenues					
Interest Income	$ 344,603	$ 300,000	$ 300,000	$ 262,485	$ 265,000
Total Revenues	**$ 344,603**	**$ 300,000**	**$ 300,000**	**$ 262,485**	**$ 265,000**
Expenditures					
Operations	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 6,936,915**	**$ 8,497,312**	**$ 8,497,312**	**$ 7,669,400**	**$ 7,934,400**
Other Financing Sources (Uses)					
Transfers In	$ -	$ 750,000	$ 750,000	$ -	$ -
Transfers Out	470,000	-	-	-	-
Total other financing sources (uses)	**$ 470,000**	**$ 750,000**	**$ 750,000**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 7,406,915**	**$ 9,247,312**	**$ 9,247,312**	**$ 7,669,400**	**$ 7,934,400**

TIRZ #11 Downtown - 311

Revenue, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 308,506**	**$ 971,398**	**$ 1,009,697**	**$ 1,009,697**	**$ 2,143,448**
Revenues					
Intergovernmental Revenue	$ 1,261,210	$ 1,632,560	$ 1,632,560	$ 1,689,185	$ 2,068,620
Interest Income	25,416	16,000	16,000	30,000	30,000
Total Revenues	**$ 1,286,626**	**$ 1,648,560**	**$ 1,648,560**	**$ 1,719,185**	**$ 2,098,620**
Expenditures					
Downtown Celina	$ 400,000	$ 585,434	$ 585,434	$ 585,434	$ -
Total Expenditures	**$ 400,000**	**$ 585,434**	**$ 585,434**	**$ 585,434**	**$ -**
Total available resources less expenditures	**$ 1,195,131**	**$ 2,034,524**	**$ 2,072,823**	**$ 2,143,448**	**$ 4,242,068**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	(185,434)	-	-	-	-
Total other financing sources (uses)	**$ (185,434)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,009,697**	**$ 2,034,524**	**$ 2,072,823**	**$ 2,143,448**	**$ 4,242,068**

Developer Capital Fees - 450

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 636,120**	**$ 771,629**	**$ 1,107,561**	**$ 1,107,561**	**$ 1,125,070**
Revenues					
Capital Recovery Fees	$ 1,410,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 900,000
Interest Income	65,931	72,000	72,000	46,000	20,000
Total Revenues	**$ 1,475,931**	**$ 1,072,000**	**$ 1,072,000**	**$ 1,046,000**	**$ 920,000**
Expenditures					
Developers Incentive Payment	$ 1,004,491	$ 1,028,491	$ 1,028,491	$ 1,028,491	$ 1,028,491
Total Expenditures	**$ 1,004,491**	**$ 1,028,491**	**$ 1,028,491**	**$ 1,028,491**	**$ 1,028,491**
Total available resources less expenditures	**$ 1,107,561**	**$ 815,138**	**$ 1,151,070**	**$ 1,125,070**	**$ 1,016,579**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,107,561**	**$ 815,138**	**$ 1,151,070**	**$ 1,125,070**	**$ 1,016,579**

Wilson Park Fees - 451

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 3,073,911**	**$ 5,673,911**	**$ 5,231,042**	**$ 5,231,042**	**$ 6,324,196**
Revenues					
Park Fees	$ 965,500	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 525,000
Capital Recovery Fees	969,500	-	-	-	825,000
Interest Income	222,131	210,000	210,000	210,000	180,000
Total Revenues	**$ 2,157,131**	**$ 1,710,000**	**$ 1,710,000**	**$ 1,710,000**	**$ 1,530,000**
Expenditures					
Construction	$ -	$ -	$ -	$ 616,846	$ 1,229,413
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ 616,846**	**$ 1,229,413**
Total available resources less expenditures	**$ 5,231,042**	**$ 7,383,911**	**$ 6,941,042**	**$ 6,324,196**	**$ 6,624,783**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 5,231,042**	**$ 7,383,911**	**$ 6,941,042**	**$ 6,324,196**	**$ 6,624,783**

Legacy Hills Developer Fees- 453

Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ -**	**$ 5,673,911**	**$ 1,919,665**	**$ 1,919,665**	**$ 9,331,665**
Revenues					
Park Fees	$ 241,500	$ -	$ -	$ 1,200,000	$ 525,000
Capital Recovery Fees	1,659,000	-	-	6,000,000	2,800,000
Interest Income	19,165	-	-	212,000	200,000
Total Revenues	**$ 1,919,665**	**$ -**	**$ -**	**$ 7,412,000**	**$ 3,525,000**
Expenditures					
Construction	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 1,919,665**	**$ 5,673,911**	**$ 1,919,665**	**$ 9,331,665**	**$ 12,856,665**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,919,665**	**$ 5,673,911**	**$ 1,919,665**	**$ 9,331,665**	**$ 12,856,665**

CELINA
TEXAS
EST. 1876
Life Connected.

Governmental Funds

- Street Construction 106
- Roadway Impact Fee 107
- Vehicle & Equipment Replacement 113
- Capital Acquisition 120
- Roadway Capital Recovery 121

Life Connected.

Governmental Fund Descriptions

Street Construction Fund

The Street Construction Fund is used to support streets projects with general government revenue funding. Surplus revenues from General Fund are transferred to the street construction fund at year end.

The Roadway Impact Fee Fund

Roadway impact fees are fees assessed to new development in the city and are used specifically for roadway improvements within the city. These funds can be used along with a bond issuance to pay for streets and help to keep the amount of debt that needs to be issued lower.

Vehicle & Equipment Replacement Fund

The Vehicle and Equipment Replacement Fund is used to provide a funding source to replace vehicles and equipment for each of the General Fund departments. A portion of the replacement cost for each vehicle and piece of equipment is transferred to this fund over the life of the asset until the full replacement cost is recovered. The Fleet Department is included in this fund as of FY 2024.

Capital Acquisition Fund

The Capital Acquisition Fund is a fund that the City uses to allocate a portion of surplus revenues for future capital expenditures.

Roadway Capital Recovery Fund

The Roadway Capital Recovery Fund is used for roadway infrastructure and is paid by developers through development fees to the City. These funds can be used along with a bond issuance to pay for streets and help to keep the amount of debt that needs to be issued lower.

Street Construction Fund - 106
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 2,672,268**	**$ 5,356,157**	**$ 6,999,888**	**$ 6,999,888**	**$ 8,307,921**
Revenues					
Interest Income	$ 143,248	$ 110,000	$ 110,000	$ 214,715	$ 215,000
Total Revenues	**$ 143,248**	**$ 110,000**	**$ 110,000**	**$ 214,715**	**$ 215,000**
Expenditures					
Street Construction Operations	$ 865,628	$ 5,056,682	$ 6,906,682	$ 6,906,682	$ 7,000,000
Total Expenditures	**$ 865,628**	**$ 5,056,682**	**$ 6,906,682**	**$ 6,906,682**	**$ 7,000,000**
Total available resources less expenditures	**$ 1,949,888**	**$ 409,475**	**$ 203,206**	**$ 307,921**	**$ 1,522,921**
Other Financing Sources (Uses)					
Transfers In	$ 5,050,000	$ -	$ 8,000,000	$ 8,000,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 5,050,000**	**$ -**	**$ 8,000,000**	**$ 8,000,000**	**$ -**
Fund Balance, End of Year	**$ 6,999,888**	**$ 409,475**	**$ 8,203,206**	**$ 8,307,921**	**$ 1,522,921**

Roadway Impact Fees Fund - 107
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 8,446,141**	**$ 11,250,137**	**$ 12,448,763**	**$ 12,448,763**	**$ 14,393,004**
Revenues					
Road Impact Fees	$ 3,680,005	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,300,000
Interest Income	520,912	500,000	500,000	500,000	550,000
Total Revenues	**$ 4,200,918**	**$ 2,600,000**	**$ 2,600,000**	**$ 2,600,000**	**$ 2,850,000**
Expenditures					
Road Impact Operations	$ 198,296	$ 13,796,001	$ 13,796,001	$ 655,759	$ 15,715,242
Total Expenditures	**$ 198,296**	**$ 13,796,001**	**$ 13,796,001**	**$ 655,759**	**$ 15,715,242**
Total available resources less expenditures	**$ 12,448,763**	**$ 54,136**	**$ 1,252,762**	**$ 14,393,004**	**$ 1,527,762**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 12,448,763**	**$ 54,136**	**$ 1,252,762**	**$ 14,393,004**	**$ 1,527,762**

Vehicle & Equipment Replacement Fund - 113
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 4,858,919**	**$ 4,716,014**	**$ 5,169,852**	**$ 5,169,852**	**$ 6,136,791**
Revenues					
Interest Income	$ 229,707	$ 230,000	$ 230,000	$ 230,000	$ 230,000
Total Revenues	**$ 229,707**	**$ 230,000**	**$ 230,000**	**$ 230,000**	**$ 230,000**
Expenditures					
Capital Expenditures	$ 987,086	$ 292,027	$ 378,821	$ 378,821	$ 1,318,947
Fleet	126,736	295,623	295,623	295,623	287,038
Total Expenditures	**$ 1,113,821**	**$ 587,650**	**$ 674,444**	**$ 674,444**	**$ 1,605,985**
Total available resources less expenditures	**$ 3,974,805**	**$ 4,358,364**	**$ 4,725,408**	**$ 4,725,408**	**$ 4,760,806**
Other Financing Sources (Uses)					
Transfers In	$ 1,195,047	$ 1,411,383	$ 1,411,383	$ 1,411,383	$ 4,785,429
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 1,195,047**	**$ 1,411,383**	**$ 1,411,383**	**$ 1,411,383**	**$ 4,785,429**
Fund Balance, End of Year	**$ 5,169,852**	**$ 5,769,747**	**$ 6,136,791**	**$ 6,136,791**	**$ 9,546,235**
Full Time Equivalents (FTEs)					
Fleet Department	1.00	1.00	1.00	1.00	1.00

Capital Acquisition Fund - 120
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 5,559,173**	**$ 4,480,200**	**$ 5,249,091**	**$ 5,249,091**	**$ 7,923,909**
Revenues					
Intergovernmental Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	$ 272,664	$ 250,000	$ 250,000	$ 250,000	$ 250,000
Total Revenues	**$ 272,664**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**
Expenditures					
Capital Acquisitions	$ 882,746	$ 874,488	$ 2,325,182	$ 2,325,182	$ 3,509,508
Total Expenditures	**$ 882,746**	**$ 874,488**	**$ 2,325,182**	**$ 2,325,182**	**$ 3,509,508**
Total available resources less expenditures	**$ 4,949,091**	**$ 3,855,712**	**$ 3,173,909**	**$ 3,173,909**	**$ 4,664,401**
Other Financing Sources (Uses)					
Transfers In	$ 300,000	$ -	$ 4,750,000	$ 4,750,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 300,000**	**$ -**	**$ 4,750,000**	**$ 4,750,000**	**$ -**
Fund Balance, End of Year	**$ 5,249,091**	**$ 3,855,712**	**$ 7,923,909**	**$ 7,923,909**	**$ 4,664,401**

Roadway Capital Recovery Fund - 121
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 7,717,642**	**$ 10,285,405**	**$ 10,814,629**	**$ 10,814,629**	**$ 10,732,584**
Revenues					
Road Capital Recovery Fee	$ 3,079,355	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
Fire Recovery Fee	4,000	5,000	5,000	5,000	100,000
Reimbursement - Other	123,153	-	-	-	-
Interest Income	503,027	300,000	300,000	300,000	500,000
Total Revenues	**$ 3,709,535**	**$ 3,305,000**	**$ 3,305,000**	**$ 3,305,000**	**$ 3,600,000**
Expenditures					
Road Capital Recovery Operations	$ 612,548	$ 11,510,294	$ 11,510,294	$ 3,387,045	$ 8,123,000
Total Expenditures	**$ 612,548**	**$ 11,510,294**	**$ 11,510,294**	**$ 3,387,045**	**$ 8,123,000**
Total available resources less expenditures	**$ 10,814,629**	**$ 2,080,111**	**$ 2,609,335**	**$ 10,732,584**	**$ 6,209,584**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 10,814,629**	**$ 2,080,111**	**$ 2,609,335**	**$ 10,732,584**	**$ 6,209,584**

CELINA
TEXAS
EST. 1876
Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

Capital Improvement Project Bond Funds

- 621General Government
- 601 A Public Safety
- 721 Water & Wastewater
- 622 General Government
- 722 Water & Wastewater
- 623 General Government
- 723 Water & Wastewater
- 624 General Government
- 724 Water & Wastewater
- 625 General Government
- 725 Water & Wastewater

CELINA TEXAS EST. 1876

Life Connected.

CIP Bond Fund Descriptions

Fund 621 General

Fund 621 is for the tracking of Certificates of Obligation Series 2021 issued for General Government public improvements.

Fund 601 A Public Safety

Fund 601 A is for the tracking of Certificates of Obligation Series 2021A issued for General Government public safety improvements.

Fund 721 Water & Wastewater

Fund 721 is for the tracking of Certificates of Obligation Series 2021 issued for Water and Wastewater public improvements.

Fund 622 General

Fund 622 is for the tracking of Certificates of Obligation Series 2022 issued for General Government public improvements.

Fund 722 Water & Wastewater

Fund 722 is for the tracking of Certificates of Obligation Series 2022 issued for Water and Wastewater public improvements.

Fund 623 General

Fund 623 is for the tracking of Certificates of Obligation Series 2023 issued for General Government public improvements.

Fund 723 Water & Wastewater

Fund 723 is for the tracking of Certificates of Obligation Series 2023 issued for Water and Wastewater public improvements.

Fund 624 General

Fund 624 is for the tracking of Certificates of Obligation Series 2024 issued for General Government public improvements.

CIP Bond Fund Descriptions

Fund 724 Water & Wastewater

Fund 724 is for the tracking of Certificates of Obligation Series 2024 issued for Water and Wastewater public improvements.

Fund 625 General

Fund 625 is for the tracking of Certificates of Obligation Series 2025 issued for General Government public improvements.

Fund 725 Water & Wastewater

Fund 725 is for the tracking of Certificates of Obligation Series 2025 issued for Water and Wastewater public improvements.

Life Connected.

Capital Improvement Project Bond Funds
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 115,305,138**	**$ 181,074,637**	**$ 158,794,581**	**$ 158,794,581**	**$ 142,155,810**
Revenues					
Interest Income	$ 3,759,450	$ 5,000,000	$ 5,000,000	$ 4,000,000	$ 4,000,000
Total Revenues	**$ 3,759,450**	**$ 5,000,000**	**$ 5,000,000**	**$ 4,000,000**	**$ 4,000,000**
Expenditures					
621 2021 Government Bond Fund	$ 4,801,833	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ -
601 2021a Government Bond Fund	4,123,721	550,000	550,000	550,000	-
721 2021 Utility Bond Fund	3,251,776	2,085,000	2,085,000	2,085,000	-
622 2022 Government Bond Fund	17,534,143	5,720,000	5,720,000	2,134,415	3,585,585
722 2022 Utility Bond Fund	10,180,510	1,850,000	1,850,000	1,718,749	2,000,000
623 2023 Government Bond Fund	26,013,920	16,500,000	16,500,000	6,266,567	10,233,433
723 2023 Utility Bond Fund	19,437,846	21,639,968	21,639,968	11,883,915	9,756,053
624 2024 Government Bond Fund	15,463,497	110,000,000	110,000,000	78,522,010	31,477,990
724 2024 Utility Bond Fund	462,762	13,000,000	13,000,000	10,190,964	2,809,036
625 2025 Government Bond Fund	-	-	88,620,000	18,326,605	50,000,000
725 2025 Utility Bond Fund	-	-	57,150,000	32,649,000	25,000,000
Total Expenditures	**$ 101,270,008**	**$ 173,144,968**	**$ 318,914,968**	**$ 166,127,225**	**$ 134,862,097**
Total available resources less expenditures	**$ 17,794,581**	**$ 12,929,669**	**$ (155,120,387)**	**$ (3,332,644)**	**$ 11,293,713**
Other Financing Sources (Uses)					
Bonds Issued	$ 141,000,000	$ -	$ 145,770,000	$ 145,770,000	$ -
Transfers In	-	-	-	-	-
Transfers Out	-	(281,546)	(281,546)	(281,546)	(456,546)
Total other financing sources (Uses)	**$ 141,000,000**	**$ (281,546)**	**$ 145,488,454**	**$ 145,488,454**	**$ (456,546)**
Fund Balance, End of Year	**$ 158,794,581**	**$ 12,648,123**	**$ (9,631,933)**	**$ 142,155,810**	**$ 10,837,167**

Fiscal Year 2025 - 2026

Component Unit Budgets

CELINA
TEXAS
EST. 1876
Life Connected.

CELINA
TEXAS
EST. 1876
Life Connected.

Component Units

- Economic Development Corporation 401
- Community Development Corporation 402

Life Connected.

Component Unit Descriptions

Economic Development Corporation (EDC)

The Celina Economic Development Corporation (EDC) is a Non-Profit Corporation funded by 0.5% sales tax for economic development. The EDC is governed by a 5-member Board of Directors and uses revenues to fund programs related to industrial development, business infrastructure, and the promotion of new and expanded business enterprises that create or retain primary jobs.

Community Development Corporation (CDC)

The Celina Community Development Corporation (CDC) is a Non-Profit Corporation funded by 0.5% sales tax for community development. The CDC is governed by a Board of Directors and uses revenues to fund programs related economic development and quality of life projects.

CELINA TEXAS EST. 1876

Life Connected.

Economic Development Corporation - 401
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Working Capital, Beginning of Year	**$ 5,132,282**	**$ 3,533,145**	**$ 4,323,546**	**$ 4,323,546**	**$ 2,724,772**
Revenues					
Taxes	$ 2,523,738	$ 2,563,450	$ 2,563,450	$ 2,901,130	$ 3,368,430
Sales Tax Contra	-	-	(30,000)	(21,863)	(182,500)
Other Revenues	28,529	5,000	5,000	24,809	50,000
Interest Income	108,919	80,000	80,000	80,000	75,540
Total Revenues	**$ 2,661,186**	**$ 2,648,450**	**$ 2,618,450**	**$ 2,984,076**	**$ 3,311,470**
Expenditures					
Personnel Costs	$ 815,475	$ 826,679	$ 826,679	$ 826,679	$ 959,472
Legal & Professional	105,860	48,000	48,000	48,000	48,000
Utilities	1,800	81,903	81,903	81,903	83,883
General & Administrative	788,099	879,631	877,131	877,131	1,310,287
Debt Service	-	594,137	594,137	594,137	594,137
Capital Acquisitions	-	-	2,000,000	2,000,000	1,000,000
TIRZ Agreements	82,985	100,000	100,000	100,000	110,000
Total Expenditures	**$ 1,794,219**	**$ 2,530,350**	**$ 4,527,850**	**$ 4,527,850**	**$ 4,105,779**
Total available resources less expenditures	**$ 5,999,249**	**$ 3,651,245**	**$ 2,414,146**	**$ 2,779,772**	**$ 1,930,463**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Bonds Issued	13,275,000	-	-	-	-
Transfers Out	(45,000)	(45,000)	(55,000)	(55,000)	(55,000)
Capital Purchases	(13,288,231)	-	-	-	-
Total other financing sources (uses)	**$ (58,231)**	**$ (45,000)**	**$ (55,000)**	**$ (55,000)**	**$ (55,000)**
Working Capital, End of Year	**$ 4,323,546**	**$ 3,606,245**	**$ 2,359,146**	**$ 2,724,772**	**$ 1,875,463**

Community Development Corporation - 402
Revenues, Expenditures, and Change in Fund Balance

	2023 - 2024 Actual	2024 - 2025 Adopted	2024 - 2025 Amended	2024 - 2025 Estimated	2025 - 2026 Proposed
Fund Balance, Beginning of Year	**$ 4,350,400**	**$ 5,884,958**	**$ 6,233,998**	**$ 6,233,998**	**$ 7,643,129**
Revenues					
Taxes	$ 2,523,738	$ 2,563,450	$ 2,563,450	$ 2,901,130	$ 3,368,430
TIRZ Agreements	(82,985)	(100,000)	(100,000)	(120,293)	(144,352)
Interest Income	264,102	175,000	175,000	280,000	300,000
Total Revenues	**$ 2,704,855**	**$ 2,638,450**	**$ 2,638,450**	**$ 3,060,837**	**$ 3,524,078**
Expenditures					
Miscellaneous Expense	$ 821,257	$ -	$ -	$ -	$ -
Total Expenditures	**$ 821,257**	**$ -**	**$ -**	**$ -**	**$ -**
Total available resources less expenditures	**$ 6,233,998**	**$ 8,523,408**	**$ 8,872,448**	**$ 9,294,835**	**$ 11,167,207**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	(1,651,706)	(1,651,706)	(1,651,706)	(2,327,981)
Total other financing sources (uses)	**$ -**	**$ (1,651,706)**	**$ (1,651,706)**	**$ (1,651,706)**	**$ (2,327,981)**
Fund Balance, End of Year	**$ 6,233,998**	**$ 6,871,702**	**$ 7,220,742**	**$ 7,643,129**	**$ 8,839,226**

Life Connected.

Notice of Public Hearing on Proposed Budget

The City of Celina has scheduled a public hearing on the Fiscal Year 2025-2026 Proposed Budget on September 9, 2025. The public hearing will be at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, TX 75009.

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

Members of the public are encouraged to attend and express their views. The Proposed Budget can be found on the City of Celina's website: www.celina-tx.gov.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY AND APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR 2025-2026, BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026 (FY 2025-2026"); PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS OTHERWISE ALLOWED BY LAW; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR THE FILING OF THE BUDGET IN THE OFFICE OF THE CITY SECRETARY; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Celina, Texas ("City"), the City Manager has submitted to the Mayor and Council a proposed budget of the revenues and expenditures for conducting the affairs of said city and providing a complete financial plan for Fiscal Year beginning October 1, 2025, and ending September 30, 2026 ("FY 2025-2026"); and

WHEREAS, the proposed FY 2025-2026 Budget was filed with the City Secretary on August 8, 2025; and

WHEREAS, the proposed FY 2024-2025 Budget was presented to City Council on August 4, 2025 and August 13, 2025 and made available for public inspection by the taxpayers; and

WHEREAS, the City of Celina duly published a notice of public hearing in the *Celina Record* newspaper on August 22, 2025 and on the City's website to receive input from members of the public regarding the FY 2025-2026 Budget at the September 9, 2025 Regular City Council Meeting; and

WHEREAS, the City Council conducted a public hearing on September 9, 2025 to receive input from any person in attendance concerning the FY 2025-2026 Budget, and such public hearing was held in a publicly accessible building in the City limits; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by $9,730,022, or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council, having considered the proposed budget at length and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the Council desires to approve and adopt the budget by formal action.

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

SECTION 1. The above and foregoing findings are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. The budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, as submitted to the City Council by the City Manager, which budget is attached hereto as Exhibit "A" and incorporated for all purposes as if fully set forth herein, is hereby approved and adopted as the City's budget of all revenue and expenditures of the City of Celina, Texas for FY 2025-2026; and

SECTION 3. The sum of three hundred sixty-six million, three hundred forty-one thousand, eighty-six US Dollars ($382,739,948) is hereby appropriated for the City's FY 2025-2026 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2025-2026 budget document.

SECTION 4. Expenditures during the FY 2025-2026 shall be made in accordance with this budget and this Ordinance, unless otherwise authorized by an ordinance duly enacted in accordance with law. Pursuant to state law, no expenditure of the funds of the City shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget. Pursuant to state law, the Council may make emergency appropriations to address a public emergency affecting life, health, property or the public peace and other appropriations as authorized thereby

SECTION 5. Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

SECTION 6. This Ordinance shall be in full force and effect from and after its adoption by the City Council, pursuant to applicable State and Local laws and the City of Celina Home Rule Charter.

SECTION 7. All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the City of Celina Code not in conflict herewith shall remain in full force and effect.

SECTION 8. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; not shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the city under any section or provision of any ordinances at the time of passage of this Ordinance.

SECTION 9. The City Council of the City of Celina, Texas met in a public meeting on September 9, 2025, and adopted this ordinance with a majority vote by record vote as follows:

Mayor Ryan Tubbs	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Mayor Pro Tem Eddie Cawlfield	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Deputy Mayor Pro Tem Brandon Grumbles	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Philip Ferguson	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Andy Hopkins	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Wendie Wigginton	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Mindy Koehne	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___

PASSED and APPROVED by the City Council of the City of Celina, Texas on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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
Date: September 9, 2025

Agenda Item:
Conduct a Public Hearing to consider testimony regarding the proposed 2025 Ad Valorem Tax Rate and act upon an Ordinance of the City of Celina, Texas, establishing and levying municipal Ad Valorem Taxes for the tax year 2025, at a rate of $0.576401 per one hundred dollars ($100.00) assessed valuation, which includes a maintenance and operations component and a debt service component, on all taxable property within the corporate limits of the City; and providing for collection of the municipal Ad Valorem Taxes, including interest and penalties on delinquent payments. (Bromiley)

Background Information:
There are three items on the September 9, 2025, City Council Meeting Agenda related to the adoption of the FY 2025-2026 Budget and the associated property tax rate. The Texas Tax Code, Texas Local Government Code, and the City's Home Rule Charter provide specific steps that must be taken to adopt the annual budget and property tax rate.

The following is a description of the second items on the September 9, 2025, City Council agenda related to the budget and tax rate.

Public Hearing and Consideration of the 2024 Property Tax Rate and Levy
The public hearing on the Proposed 2025 Property Tax Rate provides the public with an opportunity to voice their support or opposition to City Council regarding the tax rate. The City is required by Tax Code Section 26.05(d) to hold a public hearing on the proposed tax rate prior to adoption. The City published a notice of the public hearing in the Celina Record on August 22, 2025, as well as posted the notice on the City's website.

City Council may consider approving the 2025 Property Tax Rate and levying the associated taxes on properties in the City. The Proposed 2025 Tax Rate is $0.576401 per $100 in value, which is higher than the No-New-Revenue Rate and equal to the Voter-Approval Rate. Because the

Proposed Rate is greater than the No-New-Revenue Rate, the City is increasing property taxes for the 2025 tax year. The Proposed Rate is effectively a 3.09 percent increase in the property tax rate. The increase in property tax revenues is being used to enhance public safety services, improve infrastructure maintenance, and invest in capital improvement projects (roads, stormwater drainage, parks, recreation facilities, etc.). Because the Proposed Rate does not exceed the Voter-Approval Rate, the City is not required to hold an election at which voters may accept or reject the Proposed Rate.

Section 26.05(b) of the Tax Code requires a motion to approve the tax rate to be made in the following form, **"I move that the property tax rate be increased by the adoption of a tax rate of $0.576401, which is effectively a 3.09 percent increase in the tax rate."**

The following statements regarding the budget and tax rate have been included in the appropriate documents in the specified font sizes as required by state law. They are repeated here for transparency.

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The property tax rate will be increased by the adoption of a tax rate of $0.576401, which is effectively a 3.09 percent increase in the tax rate.

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

Taxpayer Impact Statement					
Fiscal Year	Median Taxable Value	Tax Rate	Tax Bill	Change	Percent Change
2025-26	$ 572,562	$ 0.576401*	$ 3,300.25	$ 124.56	3.92%
2024-25	$ 530,903	$ 0.598168	$ 3,175.69	-	-

*Proposed FY 2025–2026 tax rate

Legal Review:
Legal has reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Tax Rate Motion for Approval
3. Notice of Public Hearing on Tax Increase
4. Notice About 2025 Tax Rates
5. Ordinance Adopting FY 2025-2026 Ad Valorem Tax Rate Final

Financial Consideration:
The property tax rate is effectively a 3.09 percent increase. This will support critical services in police, fire, street maintenance, and new infrastructure.

Staff Recommendation:
Staff recommends approval.

FY 2025-2026 PROPOSED BUDGET AND TAX RATE

City Council Meeting
September 9, 2025



BUDGET DRIVERS

Among the Fastest Growing Cities in America

- The City's population is projected to increase by **12,597** from 54,635 to **67,232** in FY 2026
- On pace to issue 3,000 single family home permits for FY 2025, up from 2,841 in FY 2024
- Increasing demand for services for development-related operations, public safety and infrastructure

Meeting Today's Needs while Planning for the Future

- Budget prepared based on the guiding principles established in City's Strategic Plan, Comprehensive Plan, and Core Values

Fiscal Responsibility

- Five-Year Budget Forecast provided for all major funds – provide an understanding of the budget impact of this year's decisions on future budgets
- Healthy fund balances for all major funds and economic stabilization fund

BUDGET FOCUS AREAS – ALL FUNDS

Fiscal Sustainability

Public Safety

Development-Related Operations

Infrastructure Maintenance

Employee Compensation & Benefits

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

Governmental Funds	General Fund	$69.11
	General Debt Fund	$31.62
	Street Construction Fund	$7.00
	Roadway Impact Fee Fund	$15.72
	Governmental VERF	$1.61
	Capital Acquisition	$3.51
	Roadway Capital Recovery	$8.12
	Capital Funds	$135.32

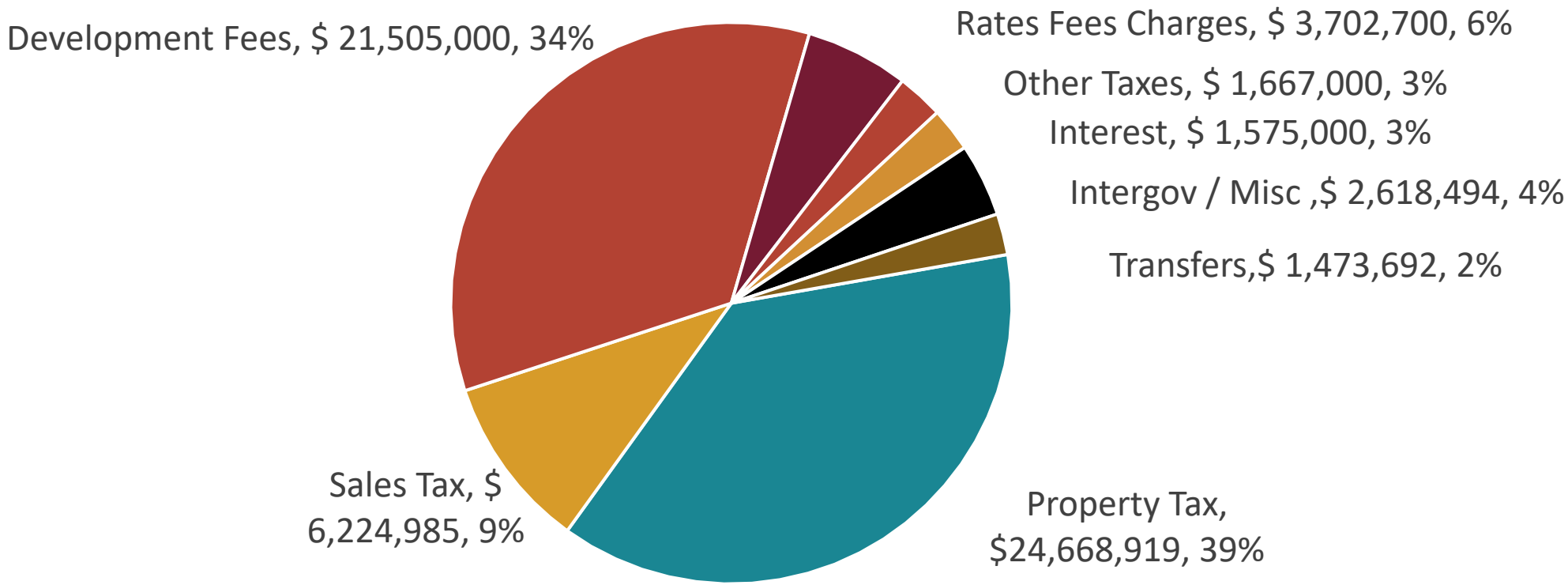
GENERAL FUND
$69.11 MILLION

GENERAL FUND 5-YEAR FORECAST

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 25,364,146	$ 14,413,444	$ 31,111,570	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763
Revenues								
Property Tax	$ 17,683,259	$ 20,946,451	$ 20,946,451	$ 24,668,919	$ 27,189,159	$ 30,814,142	$ 33,363,272	$ 37,607,893
Sales Tax	4,728,856	4,526,900	5,502,260	6,224,985	7,557,106	9,094,195	11,765,556	15,104,758
Licenses & Permits	27,280,217	17,800,000	21,175,000	21,505,000	21,755,000	21,805,000	21,805,000	21,805,000
Other Taxes	1,413,507	1,308,200	1,527,000	1,667,000	1,817,000	1,947,000	2,082,000	2,137,000
Rates, Fees, & Charges	3,927,970	3,266,110	3,630,250	3,702,700	3,803,800	3,939,300	4,150,800	4,150,800
Interest Income	2,414,738	1,500,000	1,500,000	1,575,000	1,575,000	1,575,000	1,575,000	1,600,000
Contributions & Other	3,447,219	3,108,987	3,067,763	2,618,494	2,180,695	2,235,685	2,282,488	2,316,963
Transfers In	980,000	1,269,066	1,269,066	1,473,692	1,512,652	1,552,782	1,594,115	1,636,689
Total Revenues	$ 61,875,766	$ 53,725,714	$ 58,617,790	$ 63,435,790	$ 67,390,412	$ 72,963,104	$ 78,618,232	$ 86,359,103
Expenditures								
Personnel	$ 29,742,774	$ 35,683,298	$ 36,893,577	$ 43,633,670	$ 44,374,252	$ 46,060,415	$ 48,929,800	$ 50,413,440
Personnel Development	636,691	867,073	840,049	1,019,126	1,014,358	1,038,419	1,049,068	1,026,362
Legal & Professional Services	3,267,069	4,262,612	4,480,770	4,662,169	5,049,170	5,605,893	6,062,505	6,405,022
Materials & Supplies	2,859,658	3,487,241	3,443,574	4,330,759	4,480,101	4,750,551	5,133,570	5,347,544
Maintenance & Repair	1,545,594	1,828,830	2,022,740	2,041,211	2,153,107	2,292,078	2,422,274	2,556,447
Other	3,680,980	4,979,592	5,252,226	6,004,077	5,828,257	6,102,443	6,323,491	6,582,290
Capital	1,058,089	1,047,099	1,192,099	1,380,183	85,000	83,000	83,000	65,000
Decision Packages	-	-	-	-	1,750,000	3,750,000	5,200,000	8,000,000
Total Expenditures	$ 42,790,855	$ 52,155,745	$ 54,125,035	$ 63,071,195	$ 64,734,245	$ 69,682,799	$ 75,203,708	$ 80,396,105
Net Income	$ 19,084,911	$ 1,569,969	$ 4,492,755	$ 364,595	$ 2,656,167	$ 3,280,305	$ 3,414,524	$ 5,962,998
Transfers VERF	$ 1,188,258	$ 1,115,760	$ 1,115,760	$ 1,754,391	$ 1,716,256	$ 1,713,237	$ 1,710,127	$ 1,706,924
Transfers Capital	11,550,000	750,000	12,750,000	4,000,000	-	-	-	-
Transfer Fleet	-	295,623	295,623	281,038	289,469	298,153	307,098	316,311
Total Transfers	$ 12,738,258	$ 2,161,383	$ 14,161,383	$ 6,035,429	$ 2,005,725	$ 2,011,390	$ 2,017,225	$ 2,023,235
Restricted Fund Balance	254,624	-	-	-	-	-	-	-
Ending Fund Balance	$ 31,456,175	$ 13,822,030	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763	$ 23,028,526
Fund Balance % of Expenditures	74%	27%	40%	25%	25%	25%	25%	29%

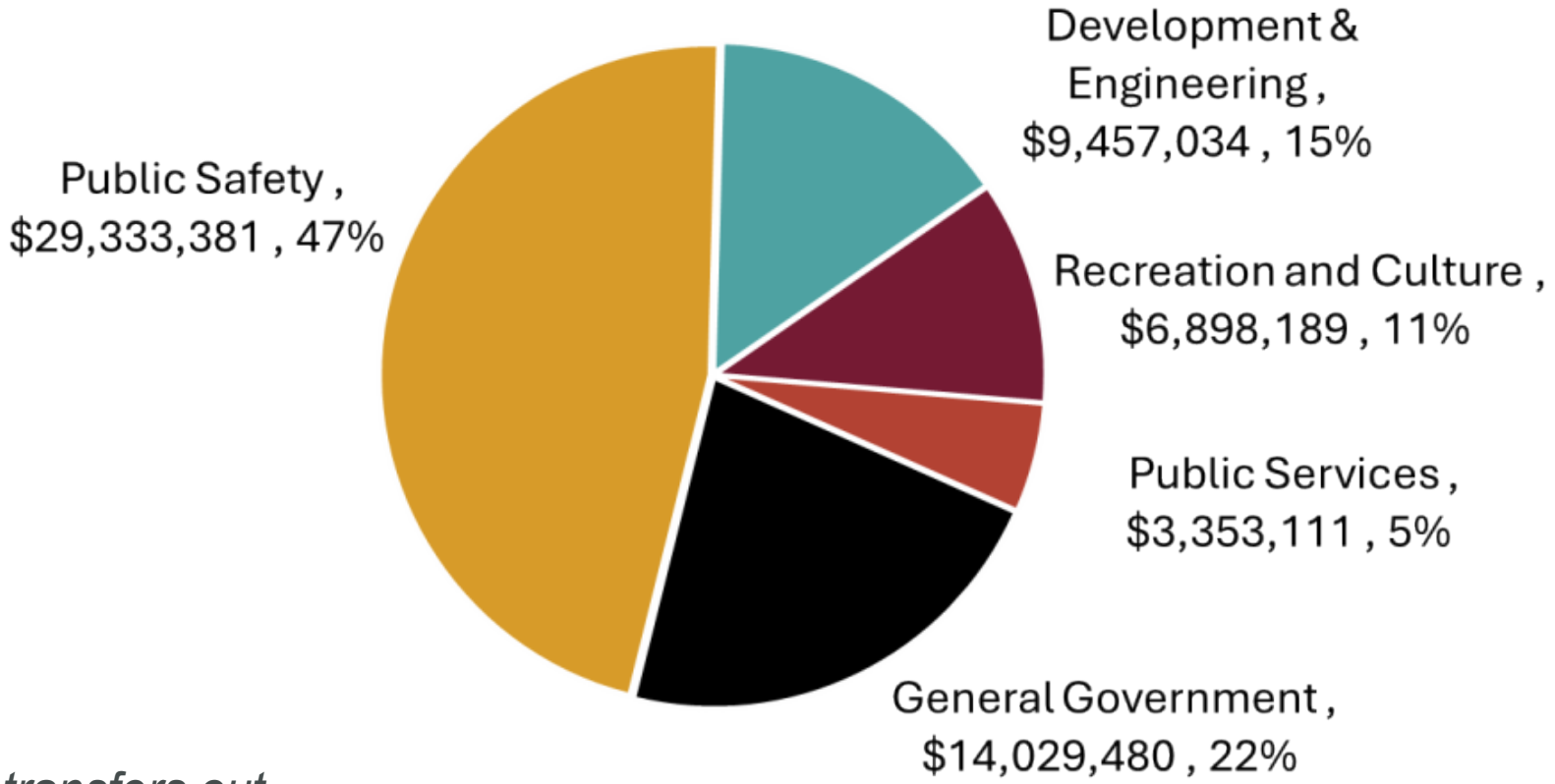
GENERAL FUND REVENUE

Total General Fund Revenue by Category: $63,435,790



GENERAL FUND EXPENSES BY FUNCTION

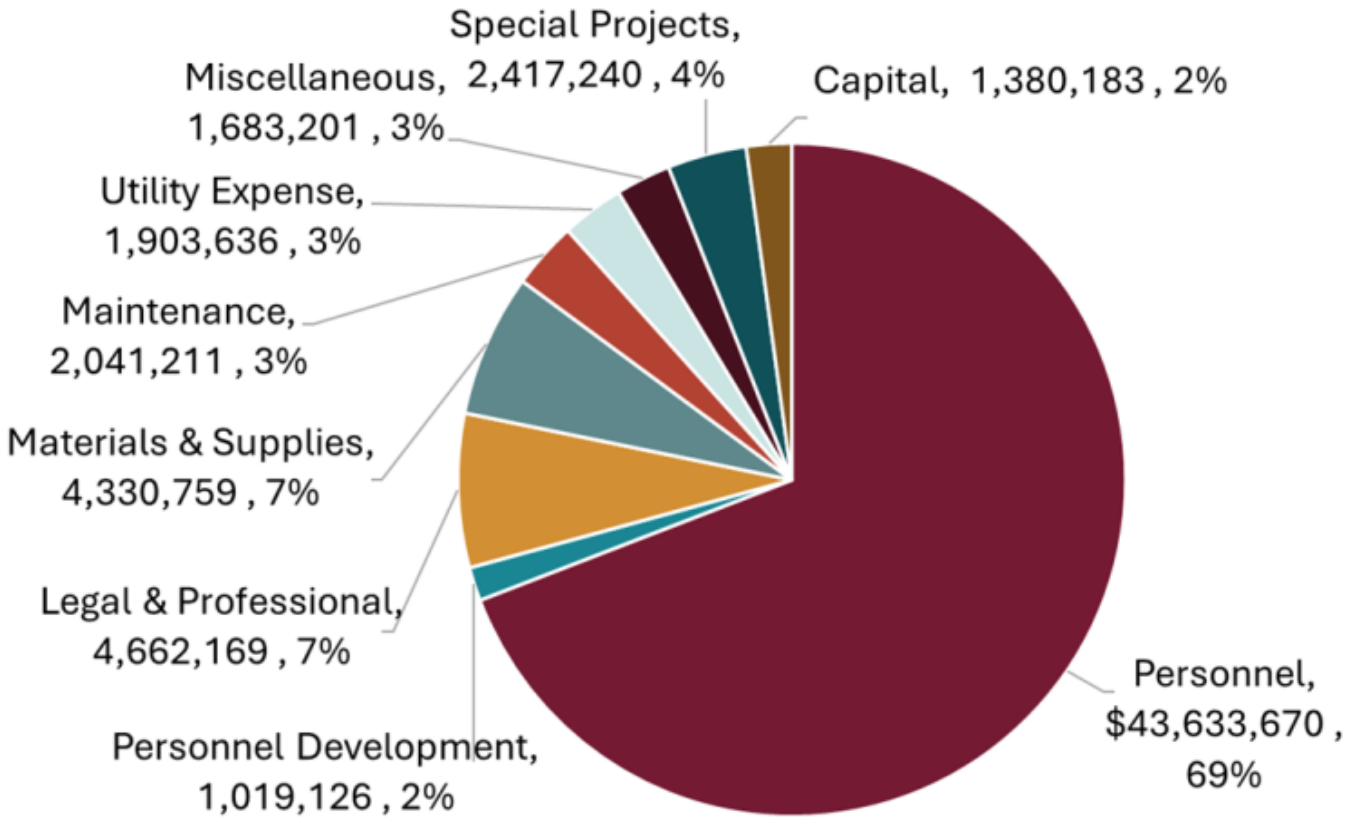
General Fund Expenses by Function in Millions: $63,071,195



Excludes transfers out

GENERAL FUND EXPENSES BY CATEGORY

General Fund Expenses by Category in Millions: $63,071,195



DEBT SERVICE FUND
$31.62 MILLION

TOTAL OUTSTANDING DEBT

Type	Outstanding Principal 9/30/2024	Percent	Outstanding Principal 9/30/2025	Percent	Increase (Decrease) Principal
Property Tax Supported	$ 288,030,000	60%	$ 355,500,000	59%	$ 67,470,000
Water & Sewer	170,740,000	36%	219,025,000	36%	48,285,000
Community Development Corporation	19,245,000	4%	28,085,000	5%	8,840,000
Total Outstanding Debt	**$ 478,015,000**	**100%**	**$ 602,610,000**	**100%**	**$124,595,000**

PROPERTY TAX RATE
$0.576401 / $100

PROPERTY TAX

Proposed Property Tax Rate

Type	Rate
Maintenance & Operation	$0.264928 / $100
Interest & Sinking (Debt Service)	$0.311473 / $100
Total Proposed Tax Rate	$0.576401 / $100

No-New-Revenue Tax Rate	**$0.559151 / $100**
Voter Approval Tax Rate	**$0.576401 / $100**

PROPERTY TAX

Property Tax Rate History

Fiscal Year	M&O Rate	I&S Rate	Total Rate
FY 2025-26 Proposed	$0.264928	$0.311473	$0.576401
FY 2024-25	$0.287061	$0.311107	$0.598168
FY 2023-24	$0.315878	$0.296276	$0.612154
FY 2022-23	$0.372702	$0.262057	$0.634759
FY 2021-22	$0.429385	$0.215615	$0.645000

TRUTH IN TAXATION

- The proposed tax rate is greater than the no-new-revenue tax rate, meaning the City is proposing to increase property taxes for the 2025 tax year
- The proposed tax rate is not greater than the voter-approval tax rate, meaning the City is not required to hold an election at which voters may accept or reject the proposed tax rate
- There are multiple statements required by state law to promote truth in taxation / transparency

The proposed property tax rate of $0.576401 per $100 in value is effectively a 3.09 percent increase in the property tax rate

TRUTH IN TAXATION

- Looking at the General Fund and the Debt Service Fund, the FY 2025-2026 Budget raises $9,730,022 more in total property tax revenue than the previous fiscal year
  - Of that increase, $8,580,408 is revenue raised from new properties added to the tax roll for FY 2025-2026 (representing 88.2% of the increased property tax revenue)
  - The remaining $1,149,614 (11.8%) is increased revenue raised from existing properties

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

TRUTH IN TAXATION

- The Maintenance and Operations portion of the tax rate is effectively being raised by 3.5 percent
  - This is the Voter-Approval Maintenance and Operations Rate – the maximum maintenance and operations rate that may be implemented without an election
  - While the rate is less than last year, it is an increase due to increases in property values
- The below statement is required by state law. While the statement shows a decrease in the amount of taxes collected for maintenance and operations on a $100,000 home, residents and businesses are likely to see an increase in their property tax bill due to increasing property values

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

Enterprise Funds	Water/Wastewater Fund	$60.04
	Solid Waste Fund	$6.32
	Water/WW Capital Funds	$22.73
	Stormwater Drainage Fund	$3.20
	Utility VERF	$0.09
Component Units	EDC	$4.16
	CDC	$2.33

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

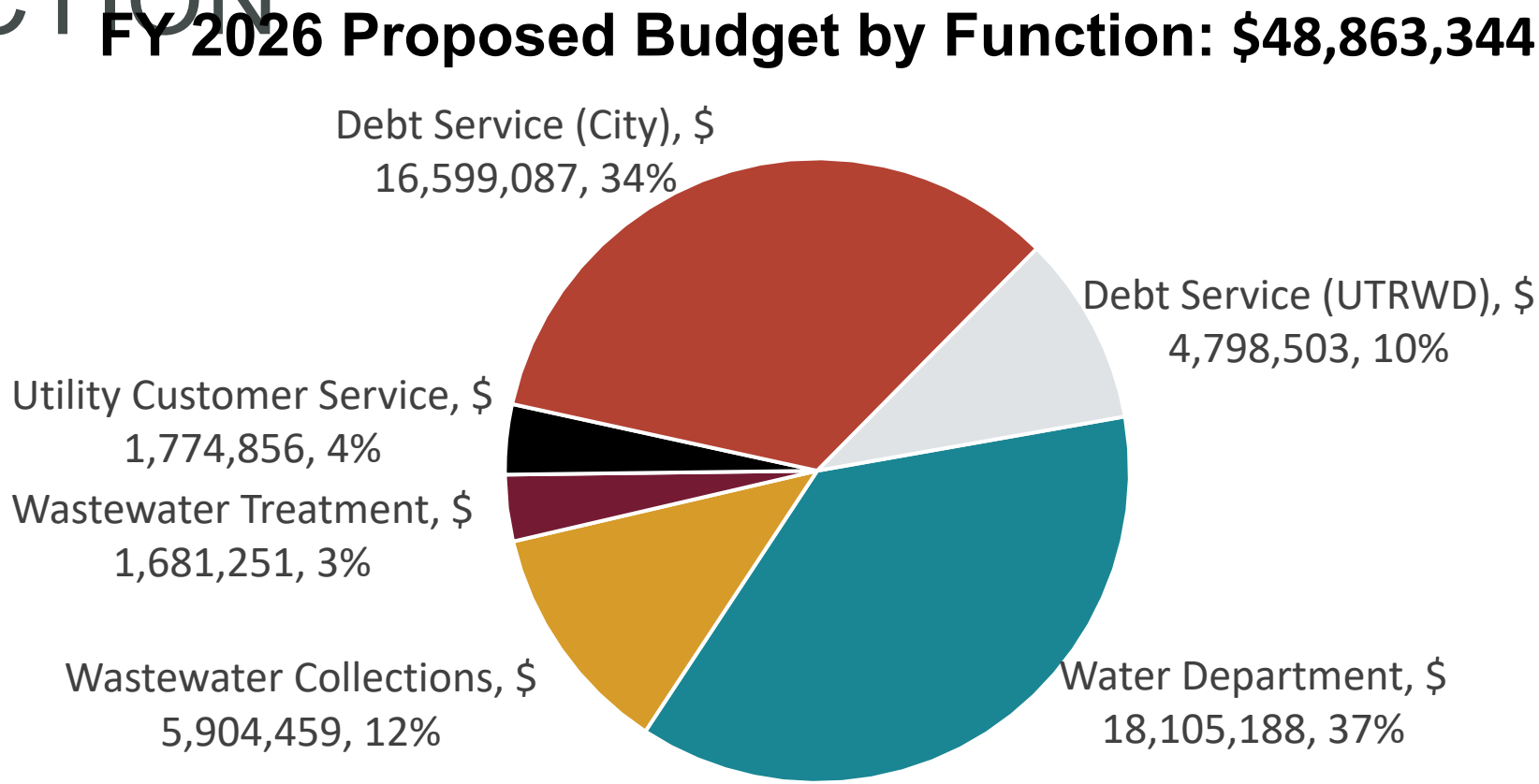
Special Revenue Funds	Park Fee Fund	$6.72
	Downtown Fund	$0.09
	PEG, Hotel, and Grants Funds	$0.00
	Seizures Fund	$0.02
	Court Funds	$0.04
	Technology Fund	$1.05
	Integrity Fund	$1.72
	Stabilization Fund	$0.00
	TIRZ #11 Fund	$0.00
	Developer Capital Fee Funds	$2.26

ENTERPRISE PROPRIETARY FUNDS
$92.38 MILLION

WATER UTILITIES 5-YEAR FORECAST

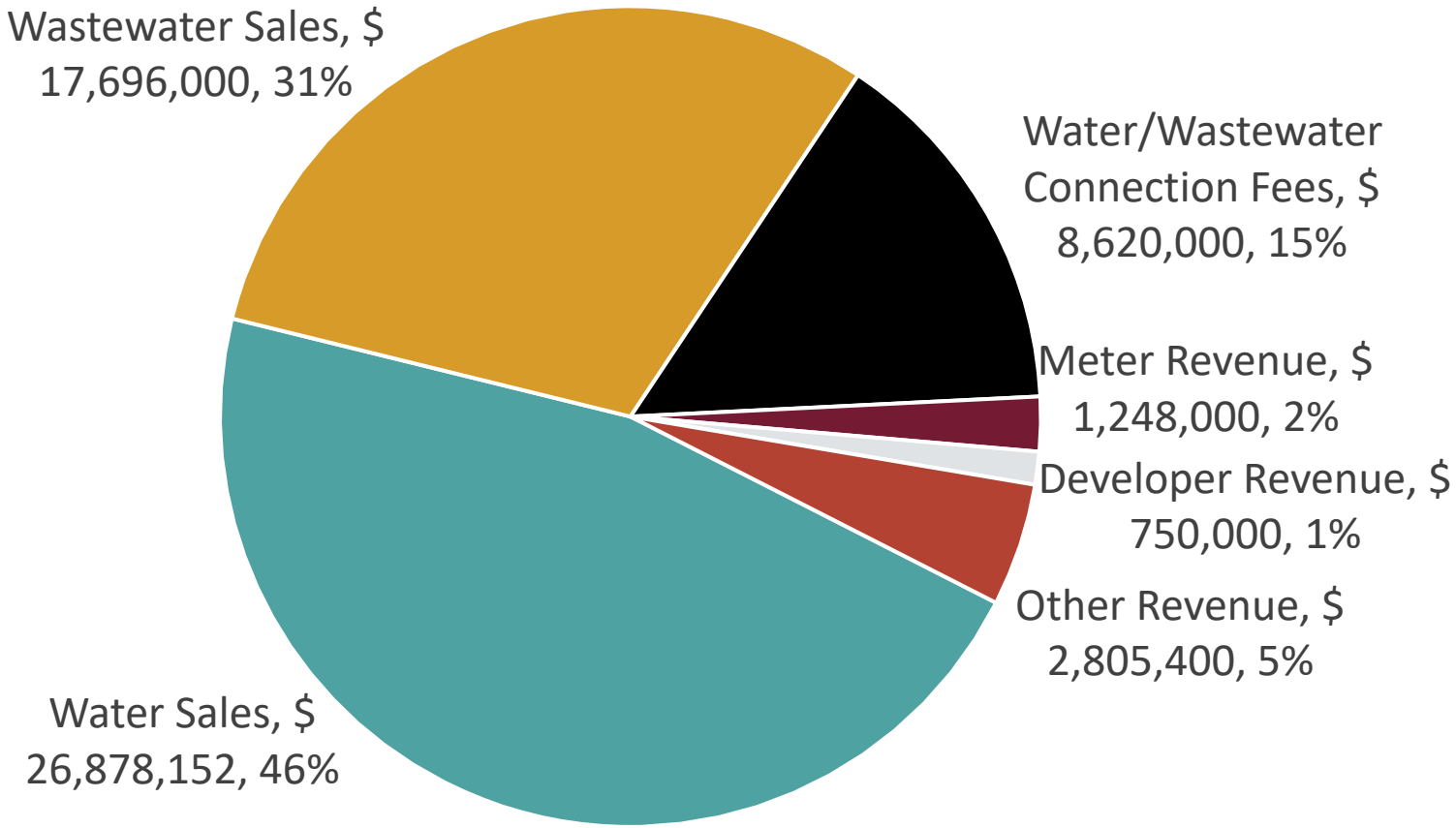
	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 20,411,300	$ 18,892,284	$ 23,675,067	$ 22,201,929	$ 20,163,934	$ 22,773,224	$ 27,288,040	$ 28,743,274
Revenues								
Water Sales	$ 20,091,231	$ 21,620,000	$ 24,922,240	$ 26,878,152	$ 28,827,721	$ 31,188,061	$ 32,747,464	$ 34,384,837
Wastewater Sales	12,079,234	13,225,000	15,800,000	17,696,000	19,642,560	21,606,816	23,551,429	25,435,543
Connection Fees	9,732,165	6,800,000	8,620,300	8,620,000	8,620,000	8,620,000	8,620,000	8,620,000
Meter Revenue	1,433,037	660,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	750,000	750,000	750,000	775,000	-	-	-
Fines & Fees	240,723	241,400	299,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	183,158	25,000	120,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,279,324	2,200,000	2,037,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other Revenue	771,812	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Total Revenues	**$ 47,560,684**	**$ 45,921,400**	**$ 54,196,940**	**$ 57,997,552**	**$ 61,918,681**	**$ 65,468,277**	**$ 68,972,293**	**$ 72,493,780**
Expenditures								
Water Department	$ 12,507,606	$ 16,802,626	$ 16,480,400	$ 18,105,188	$ 19,070,394	$ 21,078,812	$ 23,516,107	$ 25,200,239
Wastewater Collections	4,528,699	5,906,525	4,700,599	5,904,459	6,464,576	6,540,576	7,465,212	8,078,109
Wastewater Treatment	-	-	1,091,614	1,681,251	1,726,391	1,762,340	1,787,326	1,820,685
Utility Customer Service	1,223,927	1,244,337	1,381,474	1,774,856	1,905,872	2,052,187	2,198,196	2,341,849
Debt Service (City)	13,104,255	14,580,027	14,880,027	16,599,087	20,882,610	24,611,128	27,800,435	28,745,169
Debt Service (UTRWD)	1,611,635	3,177,327	3,176,442	4,798,503	7,556,831	8,924,272	8,733,264	9,321,264
Total Expenditures	**$ 32,976,122**	**$ 41,710,842**	**$ 41,710,556**	**$ 48,863,344**	**$ 57,606,674**	**$ 64,969,315**	**$ 71,500,540**	**$ 75,507,315**
Net Income	**$ 14,584,562**	**$ 4,210,558**	**$ 12,486,384**	**$ 9,134,208**	**$ 4,312,007**	**$ 498,962**	**$ (2,528,247)**	**$ (3,013,535)**
Transfers In	$ -	$ -	$ -	$ -	$ -	$ 5,750,000	$ 5,750,000	$ 6,000,000
Transfers Out	(11,320,795)	(3,459,522)	(13,959,522)	(11,172,203)	(1,702,717)	(1,734,146)	(1,766,519)	(1,799,863)
Total Other Financing Sources (use	**$ (11,320,795)**	**$ (3,459,522)**	**$ (13,959,522)**	**$ (11,172,203)**	**$ (1,702,717)**	**$ 4,015,854**	**$ 3,983,481**	**$ 4,200,137**
Ending Fund Balance	**$ 23,675,067**	**$ 19,643,320**	**$ 22,201,929**	**$ 20,163,934**	**$ 22,773,224**	**$ 27,288,040**	**$ 28,743,274**	**$ 29,929,876**

WATER UTILITIES EXPENSES BY FUNCTION



WATER UTILITIES REVENUE

FY 2026 Proposed Revenue by Category in Millions: $57,997,552



STORMWATER DRAINAGE 5-YEAR FO

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 2,695,475	$ 4,951,864	$ 10,612,974	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895
Revenues								
Stormwater Drainage Fees	$ 1,348,059	$ 1,415,000	$ 1,415,000	$ 1,625,000	$ 1,868,750	$ 2,093,000	$ 2,302,300	$ 2,510,000
Interest Income	180,808	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Total Revenues	$ 1,528,867	$ 1,565,000	$ 1,565,000	$ 1,775,000	$ 2,018,750	$ 2,243,000	$ 2,452,300	$ 2,660,000
Expenditures								
Operations	$ 214,612	$ 902,848	$ 891,092	$ 1,063,626	$ 1,066,716	$ 1,103,519	$ 1,138,571	$ 1,087,113
Capital	537,439	2,209,731	8,132,285	2,049,802	750,000	750,000	750,000	750,000
Future Decision Packages	-	-	-	-	349,086	752,414	1,152,660	1,546,660
Total Expenditures	$ 752,052	$ 3,112,579	$ 9,023,377	$ 3,113,428	$ 2,165,802	$ 2,605,933	$ 3,041,231	$ 3,383,773
Net Income	$ 776,815	$ (1,547,579)	$ (7,458,377)	$ (1,338,428)	$ (147,052)	$ (362,933)	$ (588,931)	$ (723,773)
Transfers In	$ 7,170,000	$ 1,500,000	$ 1,500,000	$ 1,000,000	$ -	$ -	$ -	$ -
Transfers Out	29,316	68,810	68,810	84,387	84,387	84,387	84,387	84,387
Total Other Financing Sources (use	$ 7,140,684	$ 1,431,190	$ 1,431,190	$ 915,613	$ (84,387)	$ (84,387)	$ (84,387)	$ (84,387)
Ending Fund Balance	$ 10,612,974	$ 4,835,475	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895	$ 2,002,735

SUMMARY

TOTAL EXPENDITURES – MAJOR FUNDS

Fund	FY2025	FY2026	Variance
General Fund	52,155,745	63,071,195	10,915,450
Debt Service Fund	23,626,642	31,623,576	7,996,934
Water/Wastewater Fund	41,710,842	48,863,344	7,152,502
Solid Waste Fund	4,470,000	6,322,600	1,852,600
Utility Infrastructure / Utility VERF	15,247,725	22,816,416	7,568,691
Stormwater Drainage Fund	3,112,579	3,113,428	849
Special Revenue Funds	6,349,153	11,876,232	5,527,079
Other Governmental Funds	31,825,115	35,953,735	4,128,620
CIP Funds	173,144,968	134,862,097	(38,282,871)
Economic Development Corp	2,595,350	4,105,779	1,510,429
Community Development Corp	1,651,707	2,327,981	676,274
Total	**$ 355,889,826**	**$ 364,936,383**	**$ 9,046,557**

**Does not include transfers.*

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
General Fund							
City Manager's Office	8.00	9.00	9.00	8.00	3.00	-	3.00
City Secretary's Office	2.00	2.00	2.00	2.00	2.00	-	2.00
Strategic Services	-	-	-	-	6.00	-	6.00
Finance	10.00	11.00	13.00	13.00	13.00	-	13.00
Human Resources	3.00	3.00	4.00	5.00	5.00	-	5.00
Information Technology	3.00	4.00	5.00	6.00	6.00	3.00	9.00
Municipal Court	2.00	2.00	3.00	3.00	3.00	-	3.00
Facility Maintenance	2.00	2.00	2.00	2.00	2.00	1.00	3.00
Total General Government	**30.00**	**33.00**	**38.00**	**39.00**	**40.00**	**4.00**	**44.00**
GIS	2.00	3.00	3.00	4.00	4.00	-	4.00
Building Inspections	28.00	30.00	32.00	36.00	22.00	3.00	25.00
Planning	-	-	-	-	11.00	1.00	12.00
Code Services	-	-	-	-	3.00	1.00	4.00
Engineering	14.00	16.00	18.00	22.00	21.00	1.00	22.00
Total Development & Engineering	**44.00**	**49.00**	**53.00**	**62.00**	**61.00**	**6.00**	**67.00**
Library	5.00	5.50	7.50	8.50	9.50	1.00	10.50
Marketing and Special Events	5.00	5.50	7.00	7.00	7.00	-	7.00
Parks and Recreation	13.00	15.25	19.25	20.25	20.25	2.50	22.75
Total Culture & Recreation	**23.00**	**26.25**	**33.75**	**35.75**	**36.75**	**3.50**	**40.25**
Fire/EMS	43.00	47.00	60.00	68.00	81.00	-	81.00
Police	46.00	51.00	63.00	71.00	71.00	6.00	77.00
Total Public Safety	**89.00**	**98.00**	**123.00**	**139.00**	**152.00**	**6.00**	**158.00**

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
Streets	8.00	8.00	12.00	15.00	15.00	3.00	18.00
Total Public Services	**8.00**	**8.00**	**12.00**	**15.00**	**15.00**	**3.00**	**18.00**
Total General Fund	**194.00**	**214.25**	**259.75**	**290.75**	**304.75**	**22.50**	**327.25**
Utility Funds							
Water	23.00	23.00	23.00	25.00	25.00	4.00	29.00
Wastewater Collection	10.00	13.00	15.00	19.00	10.00	3.00	13.00
Wastewater Treatment	-	-	-	-	9.00	2.00	11.00
Utility Billing	6.00	6.00	7.00	8.00	8.00	1.00	9.00
Fleet	1.00	1.00	-	-	-	-	-
Total Water & Wastewater Fund	**40.00**	**43.00**	**45.00**	**52.00**	**52.00**	**10.00**	**62.00**
Stormwater & Drainage Fund	**4.00**	**4.00**	**4.00**	**4.00**	**6.00**	**2.00**	**8.00**
Total Utilitiy Funds	**44.00**	**47.00**	**49.00**	**56.00**	**58.00**	**12.00**	**70.00**
Other Funds							
Fleet Fund (VERF)	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total Other Funds	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total FTE's	**238.00**	**261.25**	**309.75**	**347.75**	**363.75**	**34.50**	**398.25**

TIMELINE

August 4 ✓

- City Manager's Proposed Budget and Tax Rate were presented to City Council

August 12 ✓

- The proposed budget and tax rate were discussed during the City Council Meeting
- City Council approved publishing notices and calling the public hearings for proposed tax rate

August 22 ✓

- Notices of Public Hearings on a Tax Increase and on the Budget were published in the *Celina Record*
- All notices and required information were published on the homepage and budget page of the City's website

CURRENT AGENDA

September 9

- Hold a public hearing on and consider approval of the FY 2025-2026 Budget
- Consider acceptance of Impact Statement (Recently approved by the 89th Legislature)
- Hold a public hearing on and consider approval of the 2025 Ad Valorem (Property) Tax Rate
  - Requires specific language for motion to approve (print out provided by staff)
- Consider the ratification of the property tax revenue increase reflected in the budget

Motion to Approve Proposed Property Tax Rate

"I move that the property tax rate be increased by the adoption of a tax rate of $0.576401, which is effectively a 3.09 percent increase in the tax rate."

https://statutes.capitol.texas.gov/Docs/TX/htm/TX.26.htm

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.576401 per $100 valuation has been proposed by the governing body of City of Celina.

PROPOSED TAX RATE	$0.576401 per $100
NO-NEW-REVENUE TAX RATE	$0.559151 per $100
VOTER-APPROVAL TAX RATE	$0.576401 per $100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for City of Celina from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that City of Celina may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Celina is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2025 AT 5:00 PM AT the Celina City Council Chambers, 112 N Colorado St., Celina, TX 75009.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Celina is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Governing Body of City of Celina at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal: Ryan Tubbs, Mayor; Eddie Cawlfield, Mayor Pro Tem, Place #2; Wendie Wigginton, Place #4; Philip Ferguson, Place #1; Andy Hopkins, Place #3; Mindy Koehne, Place #5; Brandon Grumbles, Deputy Mayor Pro Tem, Place #6

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Celina last year to the taxes proposed to be imposed on the average residence homestead by City of Celina this year.

	2024	2025	Change
Total tax rate (per $100 of value)	$0.598168	$0.576401	decrease of -0.021767 per $100, or -3.64%
Average homestead taxable value	$558,179	$609,501	increase of 9.19%
Tax on average homestead	$3,338.85	$3,513.17	increase of 174.32, or 5.22%
Total tax levy on all properties	$43,077,023	$52,807,045	increase of 9,730,022, or 22.59%

For assistance with tax calculations, please contact the tax assessor for City of Celina at 972-547-5020 or taxassessor@collincountytx.gov, or visit https://www.celina-tx.gov/ for more information.

Notice About 2025 Tax Rates

Property tax rates in City of Celina.

This notice concerns the 2025 property tax rates for City of Celina. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.559151/$100
This year's voter-approval tax rate	$0.576401/$100

To see the full calculations, please visit www.collincountytx.gov for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	**Balance**
Maintenance & Operations (M&O)	21,442,942
Interest & Sinking (I&S)	3,117,429

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

Description of Debt	**Principal or Contract Payment to be Paid from Property Taxes**	**Interest to be Paid from Property Taxes**	**Other Amounts to be Paid**	**Total Payment**
Series 2016 Certificates of Obligation	150,000	14,300	0	164,300
Series 2017 Certificates of Obligation	200,000	83,688	0	283,688
Series 2018 Certificates of Obligation	920,000	621,038	0	1,541,038
Series 2018 General Obligation Refunding Bonds	220,000	95,850	0	315,850
Series 2019 Certificates of Obligation	770,000	377,825	500	1,148,325
Series 2021 Certificates of Obligation	1,340,000	682,900	500	2,023,400
Series 2021 General Obligation Refunding Bonds	730,000	116,600	500	847,100
Series 2021A Certificates of Obligation	940,000	942,500	500	1,883,000
Series 2022 Certificates of Obligation	760,000	1,464,500	500	2,225,000
Series 2023 Certificates of Obligation	1,275,000	2,354,100	500	3,629,600
Series 2024 Certificates of Obligation	2,675,000	5,277,325	500	7,952,825
Series 2025 Certificates of Obligation	4,015,000	5,162,777	500	9,178,277
Series 2025 General Obligation Refunding Bonds	210,000	167,674	500	378,174
Tax Increment Reinvestment Zone Obligation	2,357,323	0	0	2,357,323

Total required for 2025 debt service	$33,927,900
- Amount (if any) paid from funds listed in unencumbered funds	$1,142,750
- Amount (if any) paid from other resources	$2,327,981
- Excess collections last year	$1,921,511
= Total to be paid from taxes in 2025	$28,535,658

+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2025	$0
= Total debt levy	$28,535,658

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Scott Grigg, Tax Assessor - Collector on 08/15/2025 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ESTABLISHING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE TAX YEAR 2025; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of Celina, Texas (the "City") adopt a tax rate for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("FY 2025-2026") by September 30, 2025; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, the Tax Assessor-Collector for the City has calculated the tax rate for Tax year 2025 for the Fiscal Year 2025-2026 which cannot be exceeded without requisite publication and a public hearing; and

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenditures of the City for Fiscal Year 2025-2026; and

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has approved on the 9th day of September 2025, the budget for the Fiscal Year 2025-2026; and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the City of Celina; and

WHEREAS, the Chief Appraisers of the Collin Central Appraisal District and Denton Central Appraisal District have prepared and certified their respective portions of the appraisal roll for the City of Celina, Texas, which combined lists the value of all property taxable by the City of Celina, Texas; and

WHEREAS, the City of Celina duly published a notice of public hearing in the *Celina Record* newspaper on August 22, 2025 and on the homepage of the City's website to receive input from members of the public regarding the proposed tax increase at the September 9, 2025 Regular City Council Meeting; and

WHEREAS, the City Council, in compliance with the State of Texas Truth-in-Taxation laws, conducted a public hearing on September 9, 2025 to receive input from any person in attendance concerning the proposed tax increase, and such public hearing was held in a publicly accessible building in the City limits; and

WHEREAS, the proposed tax rate is greater than the No-New-Revenue Tax Rate but not greater than the Voter-Approval Tax Rate, and, as a result, does not require the City of Celina to hold an election at which voters may accept or reject the proposed tax rate; and

WHEREAS, Section 26.05(a) of the Texas Tax Code provides that the tax rate consists of two components, one of which will impose an amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year, and each much be approved separately; and

WHEREAS, the tax rate set forth herein consist of two components, as required, and they are approved separately; and

WHEREAS, the proposed property tax rate is effectively a 3.09 percent increase in the current property tax rate; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of *ad valorem* taxes have been completed in due and correct time, and

WHEREAS, the City Council has considered the information and feedback provided by meeting attendees during the public hearing and the proposed FY 2025-2026 Budget and has determined that the proposed tax rate is in the best interest of the City.

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

Section 1. There is hereby levied for Tax Year 2025 upon all real property situated within the corporate limits of the City of Celina, Texas, and upon all personal property which was owned within the corporate limits of the City of Celina, Texas, on January 1, 2025, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, or this ordinance, a tax of $0.576401 on each One Hundred Dollars ($100.00) of assessed valuation on all taxable property. The tax rate consists of two components each of which is hereby approved separately. The total tax herein so levied shall consist and be comprised of the following components:

a) An *ad valorem* tax rate of $0.264928 on each One Hundred Dollars ($100.00) assessed valuation of all taxable property is hereby levied for the purpose of defraying the maintenance and operation expenses of the City of Celina, Texas for the fiscal year ending September 30, 2026.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-22.13.

b) An *ad valorem* tax rate of $0.311473 on each One Hundred Dollars ($100.00) assessed valuation of all taxable property is hereby levied for the purpose of the payment of principal and interest of the valid bonded indebtedness, and related fees of the City of Celina, Texas for the fiscal year ending September 30, 2026.

Section 2. The City of Celina shall have lien on all taxable property located in the City of Celina to secure the payment of taxes, penalties, interest, and all costs of collection, assess and levied hereby.

Section 3. Taxes shall be payable in full at the office of the Collin County Tax Assessor/Collector, 2300 Bloomdale Road, Suite 2324, McKinney, TX 75071 and the Denton County Tax Assessor/Collector, 1505 E. McKinney, Denton, TX 76209. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4. The taxes levies under this Ordinance shall be due October 1, 2025, and if not paid on or before January 31, 2026, shall immediately become delinquent. The penalties and interest provided for herein shall accrue after January 31 of the year following the year in which the taxes are assessed. However, if the entire taxes due as provided herein are paid in full by January 31 of the year following the year in which taxes are assessed, no penalty or interest shall be due.

Section 5. A delinquent tax shall incur the maximum penalty and interest authorized by Section 33.01 of the Texas Property Tax Code, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax that is delinquent on July 1 of the year in which it becomes delinquent shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest rate at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. All other penalties and collection remedies authorized by law are hereby adopted. Taxes that are and remain delinquent on July 1, 2025, incur an additional penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty, and interest collected; such additional penalty is to defray the costs of collection due pursuant to the contract with the City Attorney authorized by Section 6.30 of the Texas Tax Code, as amended.

Section 6. The City Manager or his designee shall put the following notice on the homepage of the City's internet website, in accordance with the Texas Tax Code section 26.05:

THE CITY OF CELINA ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-22.13.

Section 7. The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section 8. Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 9. This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the Home Rule Charter of the City of Celina provide in such cases.

Section 10. All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the City of Celina Code not in conflict herewith shall remain in full force and effect.

Section 11. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; not shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the city under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 12. The above and foregoing findings are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 13. The City Council of the City of Celina, Texas met in a public meeting on September 9, 2025, and adopted this ordinance with at least 60 percent of the City Council voting in favor by record vote as follows:

Mayor Ryan Tubbs	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Mayor Pro Tem Eddie Cawlfield	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Deputy Mayor Pro Tem Brandon Grumbles	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Philip Ferguson	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Andy Hopkins	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Wendie Wigginton	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___
Council Member Mindy Koehne	YEA ___	NAY ___	ABSTAIN ___	ABSENT ___

PASSED and APPROVED by the City Council of the City of Celina, Texas on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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
Date: September 9, 2025

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, ratifying the property tax increase reflected in the annual budget for the Fiscal Year 2025-2026, beginning October 1, 2025, and ending September 30, 2026. (Bromiley)

Background Information:
The September 9, 2025 City Council Meeting Agenda includes three separate agenda items related to the adoption of the FY 2025-2026 Budget and the associated property tax rate. The Texas Tax Code, Texas Local Government Code, and the City's Home Rule Charter provide specific steps that must be taken to adopt the annual budget and property tax rate.

The following is a description of the third and final item on the September 9, 2025, City Council agenda related to the budget and tax rate.

Ratifying the Property Tax Increase in the FY 2025-2026 Budget
The Proposed FY 2025-2026 Budget and the associated Proposed 2025 Property Tax Rate will result in more property tax revenue being collected in FY 2025-2026 than in the prior year. Local Government Code Section 102.007(c) requires cities that adopt a budget that raises more revenue from property taxes than in the previous year to ratify the property tax increase reflected in the budget by a separate vote. This item ratifies the property tax increase associated with the budget as proposed.

In total, the FY 2025-2026 Budget raises $9,730,022 more in total property tax revenue than the previous fiscal year. Of that increase, $8,580,408 is revenue raised from new properties added to the tax roll for FY 2025-2026 (representing 86.6% of the increased property tax revenue). The remaining $1,149,614 (13.4%) is increased revenue raised from existing properties.

The following statements regarding the budget and tax rate have been included in the appropriate documents in the specified font sizes as required by state law. They are repeated here for transparency.

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The property tax rate will be increased by the adoption of a tax rate of $0.576401, which is effectively a 3.09 percent increase in the tax rate.

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

Taxpayer Impact Statement					
Fiscal Year	**Median Taxable Value**	**Tax Rate**	**Tax Bill**	**Change**	**Percent Change**
2025-26	$ 572,562	$ 0.576401*	$ 3,300.25	$ 124.56	3.92%
2024-25	$ 530,903	$ 0.598168	$ 3,175.69	-	-

*Proposed FY 2025–2026 tax rate

Legal Review:
Legal has reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. FY 2025-2026 Truth in Taxation Proposed Budget Cover Page
3. FY 2025-2026 Property Tax Revenue Ratification Ordinance Final

Financial Consideration:
The FY 2025-2026 Proposed Budget authorizes $382,739,948 in total expenditures to fund critical public safety services and infrastructure maintenance and expansion.

Staff Recommendation:
Staff recommends approval.

FY 2025-2026 PROPOSED BUDGET AND TAX RATE

City Council Meeting
September 9, 2025



BUDGET DRIVERS

Among the Fastest Growing Cities in America

- The City's population is projected to increase by **12,597** from 54,635 to **67,232** in FY 2026
- On pace to issue 3,000 single family home permits for FY 2025, up from 2,841 in FY 2024
- Increasing demand for services for development-related operations, public safety and infrastructure

Meeting Today's Needs while Planning for the Future

- Budget prepared based on the guiding principles established in City's Strategic Plan, Comprehensive Plan, and Core Values

Fiscal Responsibility

- Five-Year Budget Forecast provided for all major funds – provide an understanding of the budget impact of this year's decisions on future budgets
- Healthy fund balances for all major funds and economic stabilization fund

BUDGET FOCUS AREAS – ALL FUNDS

Fiscal Sustainability

Public Safety

Development-Related Operations

Infrastructure Maintenance

Employee Compensation & Benefits

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

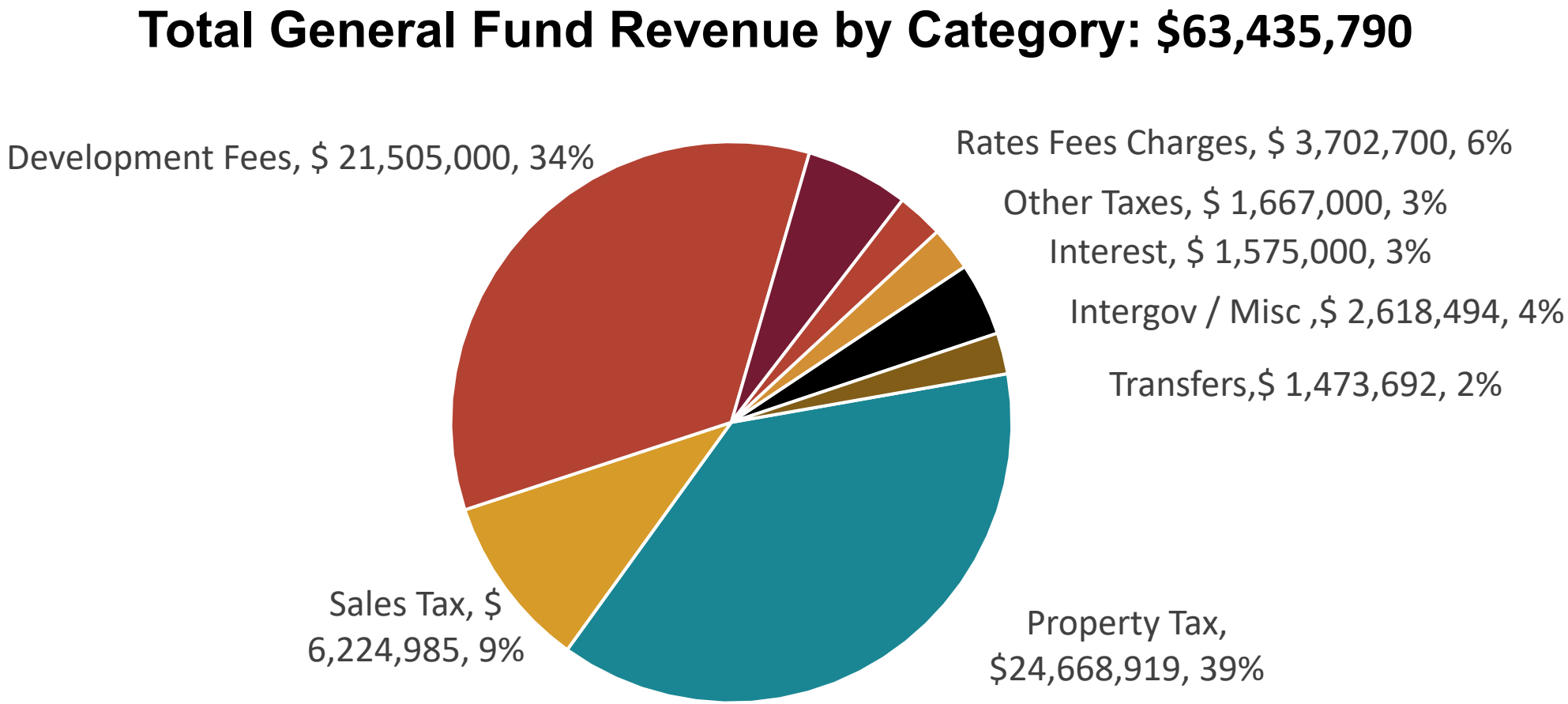
Governmental Funds	General Fund	$69.11
	General Debt Fund	$31.62
	Street Construction Fund	$7.00
	Roadway Impact Fee Fund	$15.72
	Governmental VERF	$1.61
	Capital Acquisition	$3.51
	Roadway Capital Recovery	$8.12
	Capital Funds	$135.32

GENERAL FUND
$69.11 MILLION

GENERAL FUND 5-YEAR FORECAST

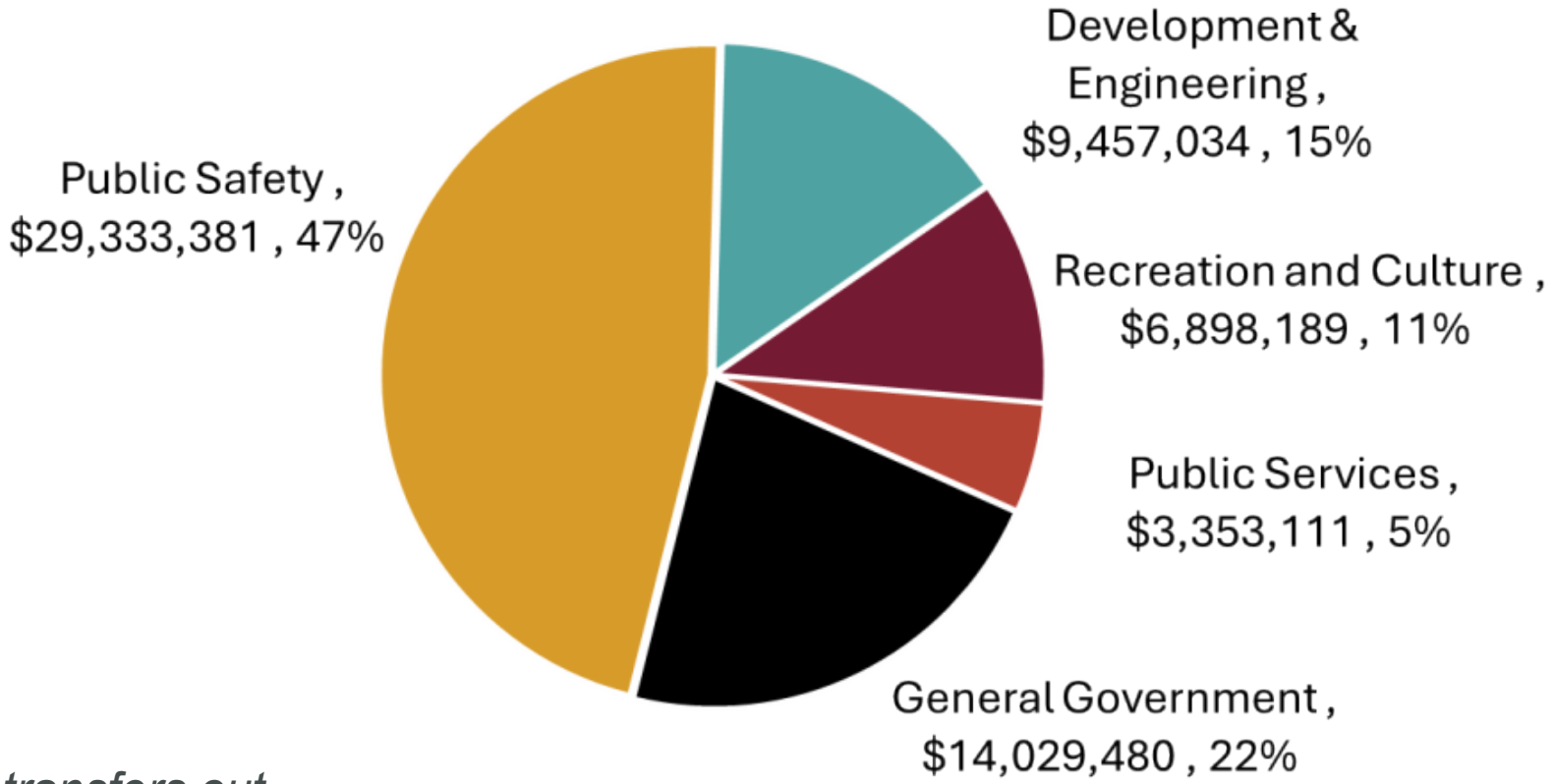
	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 25,364,146	$ 14,413,444	$ 31,111,570	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763
Revenues								
Property Tax	$ 17,683,259	$ 20,946,451	$ 20,946,451	$ 24,668,919	$ 27,189,159	$ 30,814,142	$ 33,363,272	$ 37,607,893
Sales Tax	4,728,856	4,526,900	5,502,260	6,224,985	7,557,106	9,094,195	11,765,556	15,104,758
Licenses & Permits	27,280,217	17,800,000	21,175,000	21,505,000	21,755,000	21,805,000	21,805,000	21,805,000
Other Taxes	1,413,507	1,308,200	1,527,000	1,667,000	1,817,000	1,947,000	2,082,000	2,137,000
Rates, Fees, & Charges	3,927,970	3,266,110	3,630,250	3,702,700	3,803,800	3,939,300	4,150,800	4,150,800
Interest Income	2,414,738	1,500,000	1,500,000	1,575,000	1,575,000	1,575,000	1,575,000	1,600,000
Contributions & Other	3,447,219	3,108,987	3,067,763	2,618,494	2,180,695	2,235,685	2,282,488	2,316,963
Transfers In	980,000	1,269,066	1,269,066	1,473,692	1,512,652	1,552,782	1,594,115	1,636,689
Total Revenues	$ 61,875,766	$ 53,725,714	$ 58,617,790	$ 63,435,790	$ 67,390,412	$ 72,963,104	$ 78,618,232	$ 86,359,103
Expenditures								
Personnel	$ 29,742,774	$ 35,683,298	$ 36,893,577	$ 43,633,670	$ 44,374,252	$ 46,060,415	$ 48,929,800	$ 50,413,440
Personnel Development	636,691	867,073	840,049	1,019,126	1,014,358	1,038,419	1,049,068	1,026,362
Legal & Professional Services	3,267,069	4,262,612	4,480,770	4,662,169	5,049,170	5,605,893	6,062,505	6,405,022
Materials & Supplies	2,859,658	3,487,241	3,443,574	4,330,759	4,480,101	4,750,551	5,133,570	5,347,544
Maintenance & Repair	1,545,594	1,828,830	2,022,740	2,041,211	2,153,107	2,292,078	2,422,274	2,556,447
Other	3,680,980	4,979,592	5,252,226	6,004,077	5,828,257	6,102,443	6,323,491	6,582,290
Capital	1,058,089	1,047,099	1,192,099	1,380,183	85,000	83,000	83,000	65,000
Decision Packages	-	-	-	-	1,750,000	3,750,000	5,200,000	8,000,000
Total Expenditures	$ 42,790,855	$ 52,155,745	$ 54,125,035	$ 63,071,195	$ 64,734,245	$ 69,682,799	$ 75,203,708	$ 80,396,105
Net Income	$ 19,084,911	$ 1,569,969	$ 4,492,755	$ 364,595	$ 2,656,167	$ 3,280,305	$ 3,414,524	$ 5,962,998
Transfers VERF	$ 1,188,258	$ 1,115,760	$ 1,115,760	$ 1,754,391	$ 1,716,256	$ 1,713,237	$ 1,710,127	$ 1,706,924
Transfers Capital	11,550,000	750,000	12,750,000	4,000,000	-	-	-	-
Transfer Fleet	-	295,623	295,623	281,038	289,469	298,153	307,098	316,311
Total Transfers	$ 12,738,258	$ 2,161,383	$ 14,161,383	$ 6,035,429	$ 2,005,725	$ 2,011,390	$ 2,017,225	$ 2,023,235
Restricted Fund Balance	254,624	-	-	-	-	-	-	-
Ending Fund Balance	$ 31,456,175	$ 13,822,030	$ 21,442,942	$ 15,772,108	$ 16,422,550	$ 17,691,465	$ 19,088,763	$ 23,028,526
Fund Balance % of Expenditures	74%	27%	40%	25%	25%	25%	25%	29%

GENERAL FUND REVENUE



GENERAL FUND EXPENSES BY FUNCTION

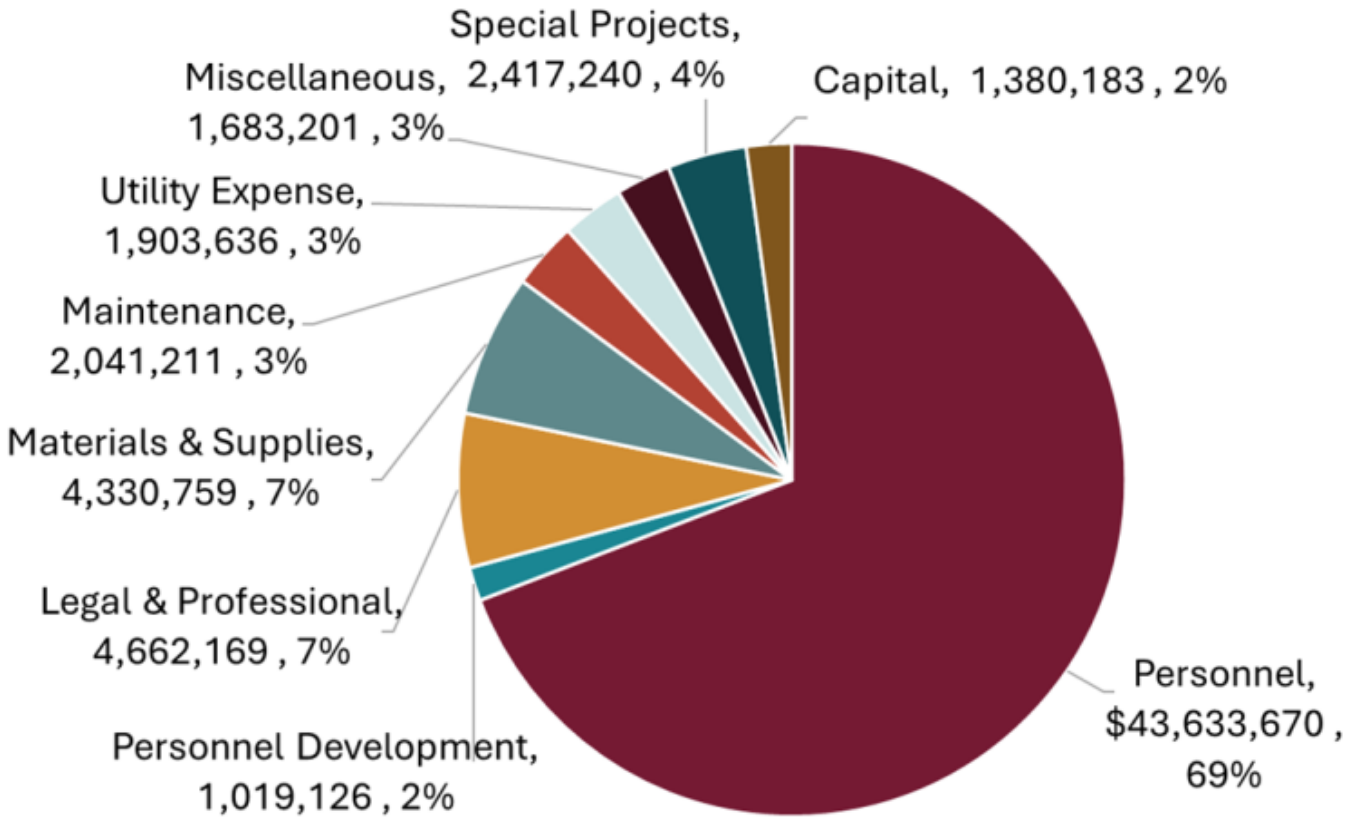
General Fund Expenses by Function in Millions: $63,071,195



Excludes transfers out

GENERAL FUND EXPENSES BY CATEGORY

General Fund Expenses by Category in Millions: $63,071,195



DEBT SERVICE FUND
$31.62 MILLION

TOTAL OUTSTANDING DEBT

Type	Outstanding Principal 9/30/2024	Percent	Outstanding Principal 9/30/2025	Percent	Increase (Decrease) Principal
Property Tax Supported	$ 288,030,000	60%	$ 355,500,000	59%	$ 67,470,000
Water & Sewer	170,740,000	36%	219,025,000	36%	48,285,000
Community Development Corporation	19,245,000	4%	28,085,000	5%	8,840,000
Total Outstanding Debt	**$ 478,015,000**	**100%**	**$ 602,610,000**	**100%**	**$124,595,000**

PROPERTY TAX RATE
$0.576401 / $100

PROPERTY TAX

Proposed Property Tax Rate

Type	Rate
Maintenance & Operation	$0.264928 / $100
Interest & Sinking (Debt Service)	$0.311473 / $100
Total Proposed Tax Rate	$0.576401 / $100

No-New-Revenue Tax Rate	**$0.559151 / $100**
Voter Approval Tax Rate	**$0.576401 / $100**

PROPERTY TAX

Property Tax Rate History

Fiscal Year	M&O Rate	I&S Rate	Total Rate
FY 2025-26 Proposed	$0.264928	$0.311473	$0.576401
FY 2024-25	$0.287061	$0.311107	$0.598168
FY 2023-24	$0.315878	$0.296276	$0.612154
FY 2022-23	$0.372702	$0.262057	$0.634759
FY 2021-22	$0.429385	$0.215615	$0.645000

TRUTH IN TAXATION

- The proposed tax rate is greater than the no-new-revenue tax rate, meaning the City is proposing to increase property taxes for the 2025 tax year
- The proposed tax rate is not greater than the voter-approval tax rate, meaning the City is not required to hold an election at which voters may accept or reject the proposed tax rate
- There are multiple statements required by state law to promote truth in taxation / transparency

The proposed property tax rate of $0.576401 per $100 in value is effectively a 3.09 percent increase in the property tax rate

TRUTH IN TAXATION

- Looking at the General Fund and the Debt Service Fund, the FY 2025-2026 Budget raises $9,730,022 more in total property tax revenue than the previous fiscal year
  - Of that increase, $8,580,408 is revenue raised from new properties added to the tax roll for FY 2025-2026 (representing 88.2% of the increased property tax revenue)
  - The remaining $1,149,614 (11.8%) is increased revenue raised from existing properties

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

TRUTH IN TAXATION

- The Maintenance and Operations portion of the tax rate is effectively being raised by 3.5 percent
  - This is the Voter-Approval Maintenance and Operations Rate – the maximum maintenance and operations rate that may be implemented without an election
  - While the rate is less than last year, it is an increase due to increases in property values
- The below statement is required by state law. While the statement shows a decrease in the amount of taxes collected for maintenance and operations on a $100,000 home, residents and businesses are likely to see an increase in their property tax bill due to increasing property values

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.50 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately $-22.13.

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

Enterprise Funds	Water/Wastewater Fund	$60.04
	Solid Waste Fund	$6.32
	Water/WW Capital Funds	$22.73
	Stormwater Drainage Fund	$3.20
	Utility VERF	$0.09
Component Units	EDC	$4.16
	CDC	$2.33

TOTAL EXPENSES BY FUND (IN MILLIONS)

Total Budget $382.74

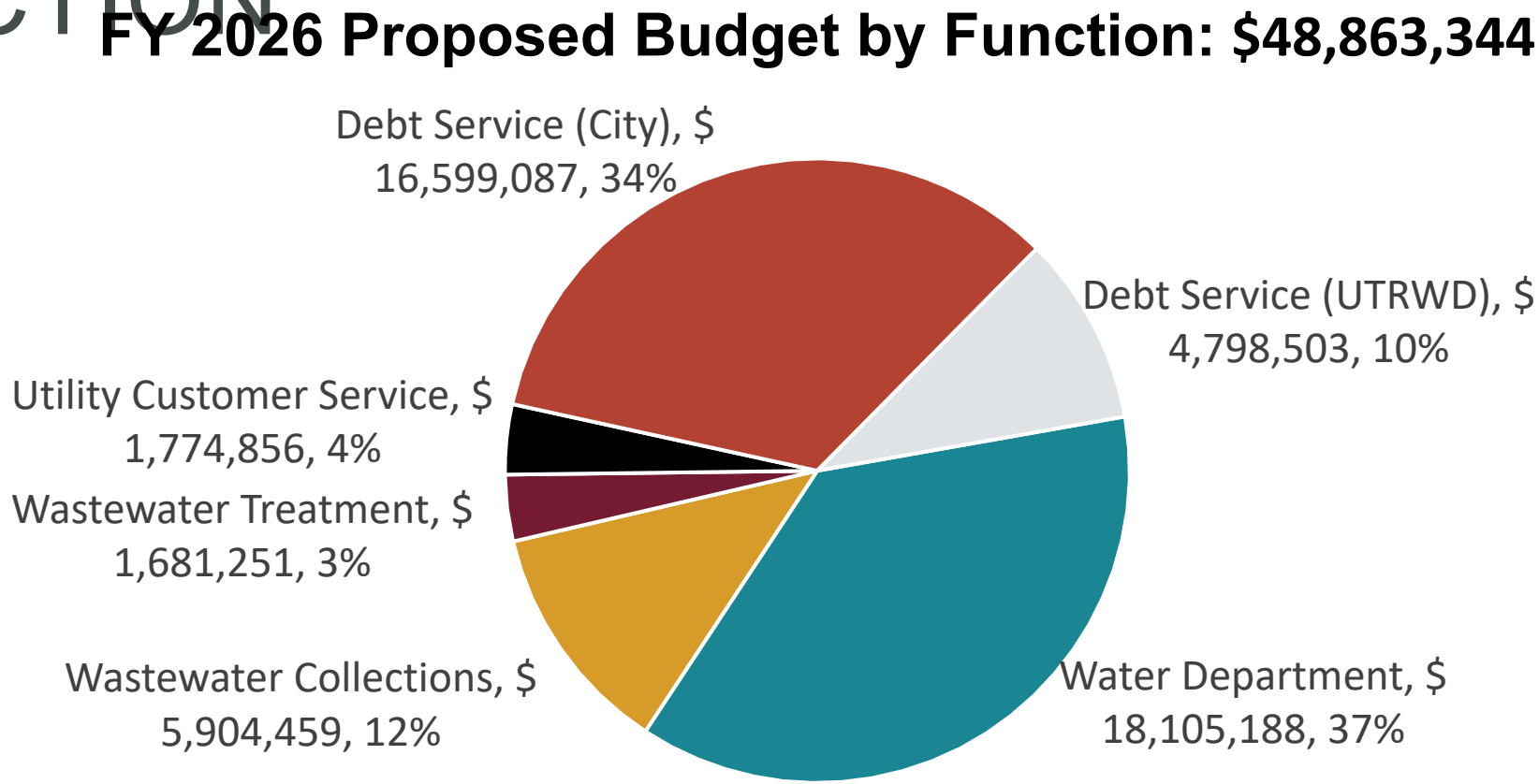
Special Revenue Funds	Park Fee Fund	$6.72
	Downtown Fund	$0.09
	PEG, Hotel, and Grants Funds	$0.00
	Seizures Fund	$0.02
	Court Funds	$0.04
	Technology Fund	$1.05
	Integrity Fund	$1.72
	Stabilization Fund	$0.00
	TIRZ #11 Fund	$0.00
	Developer Capital Fee Funds	$2.26

ENTERPRISE PROPRIETARY FUNDS
$92.38 MILLION

WATER UTILITIES 5-YEAR FORECAST

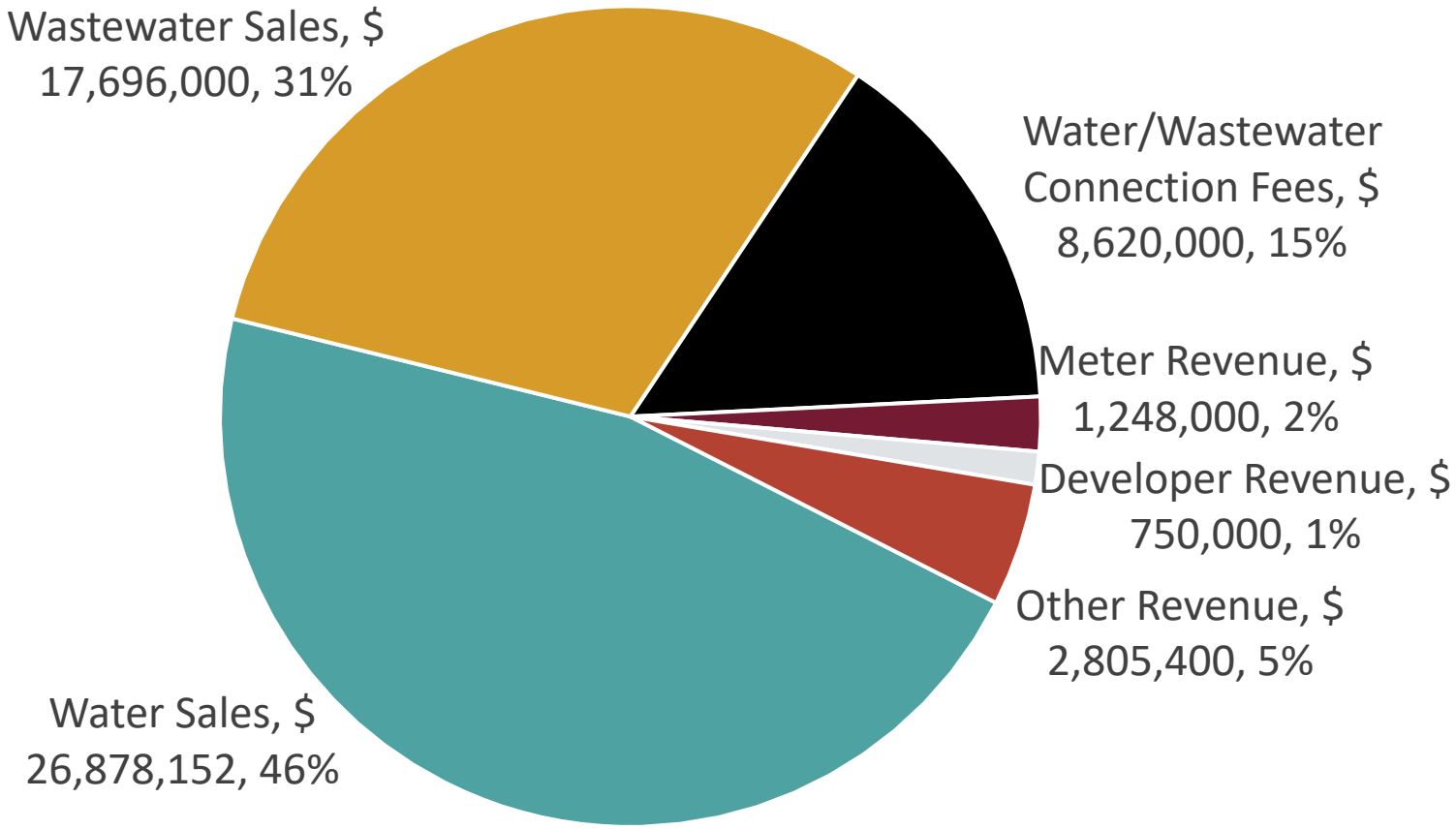
	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 20,411,300	$ 18,892,284	$ 23,675,067	$ 22,201,929	$ 20,163,934	$ 22,773,224	$ 27,288,040	$ 28,743,274
Revenues								
Water Sales	$ 20,091,231	$ 21,620,000	$ 24,922,240	$ 26,878,152	$ 28,827,721	$ 31,188,061	$ 32,747,464	$ 34,384,837
Wastewater Sales	12,079,234	13,225,000	15,800,000	17,696,000	19,642,560	21,606,816	23,551,429	25,435,543
Connection Fees	9,732,165	6,800,000	8,620,300	8,620,000	8,620,000	8,620,000	8,620,000	8,620,000
Meter Revenue	1,433,037	660,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	750,000	750,000	750,000	775,000	-	-	-
Fines & Fees	240,723	241,400	299,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	183,158	25,000	120,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,279,324	2,200,000	2,037,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other Revenue	771,812	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Total Revenues	**$ 47,560,684**	**$ 45,921,400**	**$ 54,196,940**	**$ 57,997,552**	**$ 61,918,681**	**$ 65,468,277**	**$ 68,972,293**	**$ 72,493,780**
Expenditures								
Water Department	$ 12,507,606	$ 16,802,626	$ 16,480,400	$ 18,105,188	$ 19,070,394	$ 21,078,812	$ 23,516,107	$ 25,200,239
Wastewater Collections	4,528,699	5,906,525	4,700,599	5,904,459	6,464,576	6,540,576	7,465,212	8,078,109
Wastewater Treatment	-	-	1,091,614	1,681,251	1,726,391	1,762,340	1,787,326	1,820,685
Utility Customer Service	1,223,927	1,244,337	1,381,474	1,774,856	1,905,872	2,052,187	2,198,196	2,341,849
Debt Service (City)	13,104,255	14,580,027	14,880,027	16,599,087	20,882,610	24,611,128	27,800,435	28,745,169
Debt Service (UTRWD)	1,611,635	3,177,327	3,176,442	4,798,503	7,556,831	8,924,272	8,733,264	9,321,264
Total Expenditures	**$ 32,976,122**	**$ 41,710,842**	**$ 41,710,556**	**$ 48,863,344**	**$ 57,606,674**	**$ 64,969,315**	**$ 71,500,540**	**$ 75,507,315**
Net Income	**$ 14,584,562**	**$ 4,210,558**	**$ 12,486,384**	**$ 9,134,208**	**$ 4,312,007**	**$ 498,962**	**$ (2,528,247)**	**$ (3,013,535)**
Transfers In	$ -	$ -	$ -	$ -	$ -	$ 5,750,000	$ 5,750,000	$ 6,000,000
Transfers Out	(11,320,795)	(3,459,522)	(13,959,522)	(11,172,203)	(1,702,717)	(1,734,146)	(1,766,519)	(1,799,863)
Total Other Financing Sources (use	**$ (11,320,795)**	**$ (3,459,522)**	**$ (13,959,522)**	**$ (11,172,203)**	**$ (1,702,717)**	**$ 4,015,854**	**$ 3,983,481**	**$ 4,200,137**
Ending Fund Balance	**$ 23,675,067**	**$ 19,643,320**	**$ 22,201,929**	**$ 20,163,934**	**$ 22,773,224**	**$ 27,288,040**	**$ 28,743,274**	**$ 29,929,876**

WATER UTILITIES EXPENSES BY FUNCTION



WATER UTILITIES REVENUE

FY 2026 Proposed Revenue by Category in Millions: $57,997,552



STORMWATER DRAINAGE 5-YEAR FO

	Actual 2023-24	Budget 2024-25	Estimate 2024-25	Proposed 2025-26	Projected 2026-27	Projected 2027-28	Projected 2028-29	Projected 2029-30
Beginning Fund Balance	$ 2,695,475	$ 4,951,864	$ 10,612,974	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895
Revenues								
Stormwater Drainage Fees	$ 1,348,059	$ 1,415,000	$ 1,415,000	$ 1,625,000	$ 1,868,750	$ 2,093,000	$ 2,302,300	$ 2,510,000
Interest Income	180,808	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Total Revenues	$ 1,528,867	$ 1,565,000	$ 1,565,000	$ 1,775,000	$ 2,018,750	$ 2,243,000	$ 2,452,300	$ 2,660,000
Expenditures								
Operations	$ 214,612	$ 902,848	$ 891,092	$ 1,063,626	$ 1,066,716	$ 1,103,519	$ 1,138,571	$ 1,087,113
Capital	537,439	2,209,731	8,132,285	2,049,802	750,000	750,000	750,000	750,000
Future Decision Packages	-	-	-	-	349,086	752,414	1,152,660	1,546,660
Total Expenditures	$ 752,052	$ 3,112,579	$ 9,023,377	$ 3,113,428	$ 2,165,802	$ 2,605,933	$ 3,041,231	$ 3,383,773
Net Income	$ 776,815	$ (1,547,579)	$ (7,458,377)	$ (1,338,428)	$ (147,052)	$ (362,933)	$ (588,931)	$ (723,773)
Transfers In	$ 7,170,000	$ 1,500,000	$ 1,500,000	$ 1,000,000	$ -	$ -	$ -	$ -
Transfers Out	29,316	68,810	68,810	84,387	84,387	84,387	84,387	84,387
Total Other Financing Sources (use	$ 7,140,684	$ 1,431,190	$ 1,431,190	$ 915,613	$ (84,387)	$ (84,387)	$ (84,387)	$ (84,387)
Ending Fund Balance	$ 10,612,974	$ 4,835,475	$ 4,585,787	$ 4,162,972	$ 3,931,533	$ 3,484,213	$ 2,810,895	$ 2,002,735

SUMMARY

TOTAL EXPENDITURES – MAJOR FUNDS

Fund	FY2025	FY2026	Variance
General Fund	52,155,745	63,071,195	10,915,450
Debt Service Fund	23,626,642	31,623,576	7,996,934
Water/Wastewater Fund	41,710,842	48,863,344	7,152,502
Solid Waste Fund	4,470,000	6,322,600	1,852,600
Utility Infrastructure / Utility VERF	15,247,725	22,816,416	7,568,691
Stormwater Drainage Fund	3,112,579	3,113,428	849
Special Revenue Funds	6,349,153	11,876,232	5,527,079
Other Governmental Funds	31,825,115	35,953,735	4,128,620
CIP Funds	173,144,968	134,862,097	(38,282,871)
Economic Development Corp	2,595,350	4,105,779	1,510,429
Community Development Corp	1,651,707	2,327,981	676,274
Total	**$ 355,889,826**	**$ 364,936,383**	**$ 9,046,557**

**Does not include transfers.*

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
General Fund							
City Manager's Office	8.00	9.00	9.00	8.00	3.00	-	3.00
City Secretary's Office	2.00	2.00	2.00	2.00	2.00	-	2.00
Strategic Services	-	-	-	-	6.00	-	6.00
Finance	10.00	11.00	13.00	13.00	13.00	-	13.00
Human Resources	3.00	3.00	4.00	5.00	5.00	-	5.00
Information Technology	3.00	4.00	5.00	6.00	6.00	3.00	9.00
Municipal Court	2.00	2.00	3.00	3.00	3.00	-	3.00
Facility Maintenance	2.00	2.00	2.00	2.00	2.00	1.00	3.00
Total General Government	**30.00**	**33.00**	**38.00**	**39.00**	**40.00**	**4.00**	**44.00**
GIS	2.00	3.00	3.00	4.00	4.00	-	4.00
Building Inspections	28.00	30.00	32.00	36.00	22.00	3.00	25.00
Planning	-	-	-	-	11.00	1.00	12.00
Code Services	-	-	-	-	3.00	1.00	4.00
Engineering	14.00	16.00	18.00	22.00	21.00	1.00	22.00
Total Development & Engineering	**44.00**	**49.00**	**53.00**	**62.00**	**61.00**	**6.00**	**67.00**
Library	5.00	5.50	7.50	8.50	9.50	1.00	10.50
Marketing and Special Events	5.00	5.50	7.00	7.00	7.00	-	7.00
Parks and Recreation	13.00	15.25	19.25	20.25	20.25	2.50	22.75
Total Culture & Recreation	**23.00**	**26.25**	**33.75**	**35.75**	**36.75**	**3.50**	**40.25**
Fire/EMS	43.00	47.00	60.00	68.00	81.00	-	81.00
Police	46.00	51.00	63.00	71.00	71.00	6.00	77.00
Total Public Safety	**89.00**	**98.00**	**123.00**	**139.00**	**152.00**	**6.00**	**158.00**

TOTAL POSITION SUMMARY

Department	FY 2022 Adopted	FY 2023 Adopted	FY 2024 Adopted	FY 2025 Adopted	FY 2025 EOY Total	FY 2026 Decision Package	FY 2026 Adopted
Streets	8.00	8.00	12.00	15.00	15.00	3.00	18.00
Total Public Services	**8.00**	**8.00**	**12.00**	**15.00**	**15.00**	**3.00**	**18.00**
Total General Fund	**194.00**	**214.25**	**259.75**	**290.75**	**304.75**	**22.50**	**327.25**
Utility Funds							
Water	23.00	23.00	23.00	25.00	25.00	4.00	29.00
Wastewater Collection	10.00	13.00	15.00	19.00	10.00	3.00	13.00
Wastewater Treatment	-	-	-	-	9.00	2.00	11.00
Utility Billing	6.00	6.00	7.00	8.00	8.00	1.00	9.00
Fleet	1.00	1.00	-	-	-	-	-
Total Water & Wastewater Fund	**40.00**	**43.00**	**45.00**	**52.00**	**52.00**	**10.00**	**62.00**
Stormwater & Drainage Fund	**4.00**	**4.00**	**4.00**	**4.00**	**6.00**	**2.00**	**8.00**
Total Utilitiy Funds	**44.00**	**47.00**	**49.00**	**56.00**	**58.00**	**12.00**	**70.00**
Other Funds							
Fleet Fund (VERF)	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total Other Funds	-	-	**1.00**	**1.00**	**1.00**	-	**1.00**
Total FTE's	**238.00**	**261.25**	**309.75**	**347.75**	**363.75**	**34.50**	**398.25**

TIMELINE

August 4 ✓

- City Manager's Proposed Budget and Tax Rate were presented to City Council

August 12 ✓

- The proposed budget and tax rate were discussed during the City Council Meeting
- City Council approved publishing notices and calling the public hearings for proposed tax rate

August 22 ✓

- Notices of Public Hearings on a Tax Increase and on the Budget were published in the *Celina Record*
- All notices and required information were published on the homepage and budget page of the City's website

CURRENT AGENDA

September 9

- Hold a public hearing on and consider approval of the FY 2025-2026 Budget
- Consider acceptance of Impact Statement (Recently approved by the 89th Legislature)
- Hold a public hearing on and consider approval of the 2025 Ad Valorem (Property) Tax Rate
  - Requires specific language for motion to approve (print out provided by staff)
- Consider the ratification of the property tax revenue increase reflected in the budget

FY 2025-2026
PROPOSED BUDGET AND FINANCIAL PLAN

This budget will raise more total property taxes than last year's budget by $9,730,022 or 22.59%, and of that amount, $8,580,408 is tax revenue to be raised from new property added to the tax roll this year.

The above information is presented on the cover page of the City of Celina's FY 2026 Proposed Budget to comply with requirements of Section 102.005(b) of the Texas Local Government Code.

Tax Rate	FY 2024-25 Adopted	FY 2025-26 Proposed
Property Tax Rate	$ 0.598168	$ 0.576401
No-New-Revenue Tax Rate	$ 0.566421	$ 0.559151
No-New-Revenue M&O Rate	$ 0.277354	$ 0.255970
Voter-Approval Tax Rate	$ 0.598168	$ 0.576401
Debt Rate	$ 0.311107	$ 0.311473

The total amount of municipal debt obligations secured by property taxes for the City of Celina is $602,610,000.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2025-2026 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAX IN THE FISCAL YEAR 2025-2026 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina Fiscal Year 2025-2026 Budget approved by City Council on September 9, 2025 requires raising more revenue from property taxes than in the previous fiscal year; and

WHEREAS, Local Government Code 102.007(c), requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and increases compared to the previous year as reflected in an approved budget; and

WHEREAS, as a result of the approval of the Fiscal Year 2025-2026 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section 1. The increased revenue from property taxes in the 2025-2026 Budget is hereby ratified, with the following declaration:

> **"THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF $9,730,022, WHICH IS A 22.59 PERCENT INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS $8,580,408."**

Section 2. This Ordinance shall become effective immediately upon its passage.

PASSED and APPROVED by the City Council of the City of Celina, Texas on the 9th day of September 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, 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
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Legacy Celina Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a Public Hearing on October 14, 2025, to consider an Ordinance levying assessments on property located within the Legacy Celina Public Improvement District. (Bromiley)

Background Information:
The Legacy Celina PID was created by the City Council pursuant to the PID Act and a resolution on February 11, 2025. The PID is located in North Celina at the Northeast corner of N Celina Parkway & Future N Legacy Drive and includes an estimated 64.866 acres. The PID is projected to consist of 301 single-family residential units. The estimated authorized public improvement cost for Legacy Celina is $13,454,490 (streets, drainage, water, sewer, etc.). The estimated PID assessment is: $14,794,374.

This Resolution identifies the costs of authorized public improvements that are to be financed by the PID assessment within Legacy Celina. It also approves a preliminary amended and restated service and assessment plan. In compliance with state law, the Resolution directs the filing of the proposed Legacy Celina Assessment Roll with the City Secretary and calls a Public Hearing on October 14, 2025, during the scheduled City Council meeting to consider an Ordinance levying the PID assessments on properties located within Legacy Celina.

If City Council approves the preliminary SAP (on September 9, 2025), staff will place a levy Ordinance on the agenda for consideration on October 14, 2025. Staff also anticipates including a bond Ordinance to issue the associated PID debt for Legacy Celina on the October 14, 2025, agenda.

Legal Review:
PSAP and Resolution approved by Bond Counsel.

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

Financial Consideration:
The Resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Public Improvement District area to find the identified public improvements.

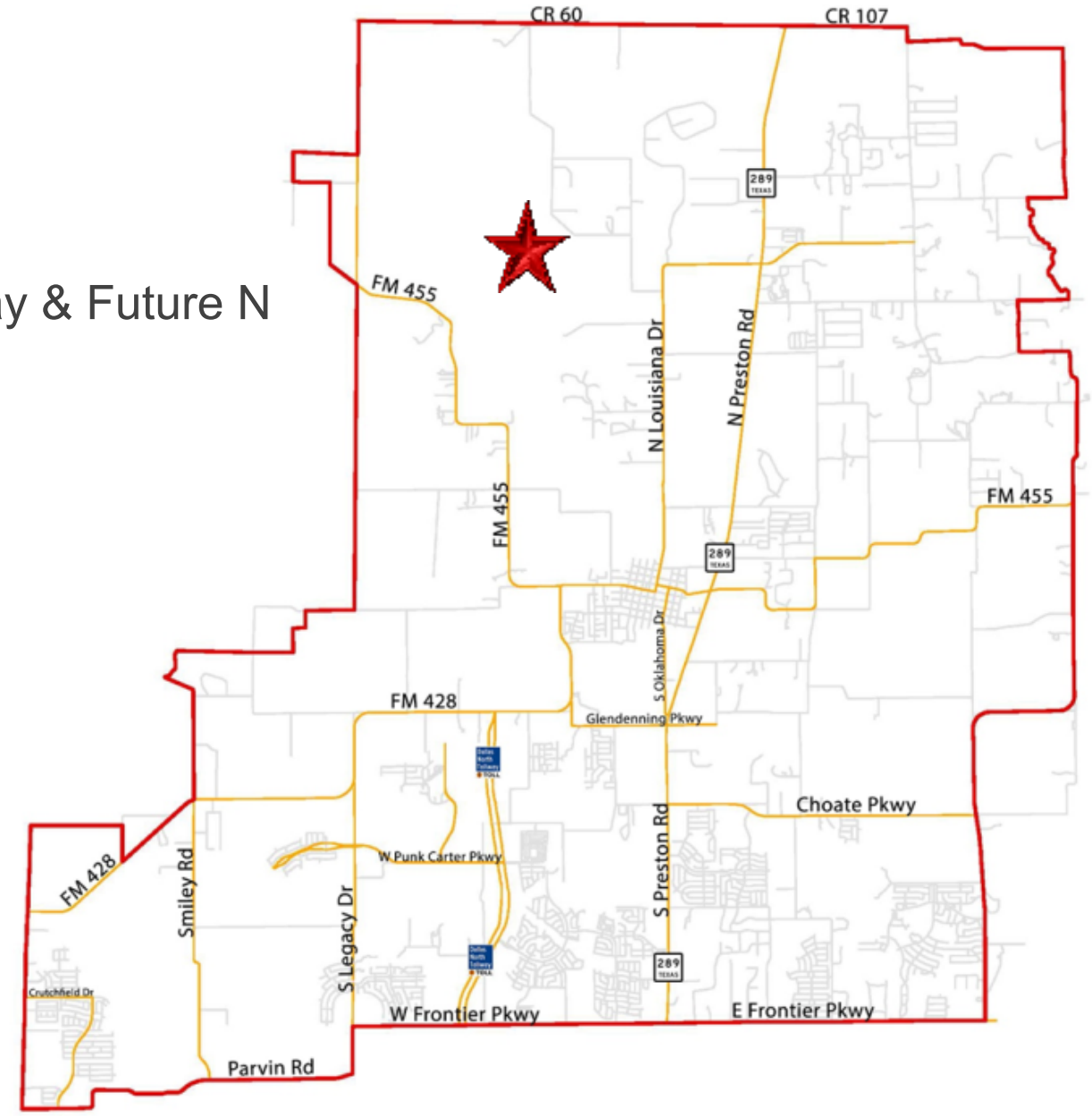
Staff Recommendation:
Staff recommends approval.

LEGACY CELINA PRELIMINARY SAP

City Council
September 9, 2025



Northeast corner of N Celina Parkway & Future N Legacy Drive



LEGACY CELINA PID

- Requesting to levy assessments against the to-be-constructed Legacy Celina
  - Approximately 64.866 acres
  - 301 single family lots
  - Estimated Authorized Improvement Cost: $13,454,490
  - Estimated PID Assessment: $14,794,374
- The Legacy Celina, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the Legacy Celina levy.

LEGACY CELINA PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
50’	$55,828	$4,797
25’	$35,730	$3,070

*Estimated and subject to change as actual bond costs are determined

TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV) 25' Lot	50' Lot
Calculated Net Tax Rate Equivalent for Overlapping PID Assessments	$0.7974	$0.7995
FYE 2025 Overlapping Tax Rates	$2.0645	$2.0645
Estimated Total Tax Rate	$2.8619	$2.8640

*Estimated and subject to change as actual bond costs are determined.

- Calculated Net Tax Rate Equivalent for Legacy Celina levy assessment is approximately $0.80/$100 in valuation.

TIMELINE

- September 9, 2025 – Pre-SAP and calling a public hearing resolution
- October 14, 2025 – Public Hearing / Service and Assessment Plan
- October 14, 2025 – Bond Pricing and Levy Ordinance for PID assessment

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 LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR OCTOBER 14, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SUCH PUBLIC HEARING; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, on March 11, 2025, 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. 2025-17R (the "Authorization Resolution"), authorizing, establishing, and creating the "Legacy Celina 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 Legacy Celina Public Improvement District City of Celina, Texas Preliminary Service and Assessment Plan, dated September 9, 2025, including the Proposed Assessment Roll (as defined herein) attached thereto (collectively, the "Preliminary SAP") relating to certain assessments proposed to be levied against property within 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 the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of the District, and (v) sets forth the proposed assessment roll for the District (the "Proposed Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain of the Authorized Improvements to be financed by the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in 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 Roll be filed with the municipal secretary (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider the proposed assessments to be levied against the benefitted property within 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 Assessment Roll, in a form substantially similar to the attached **Exhibit A,** which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the estimated total costs of the Authorized Improvements to be financed by the District are as set forth in Table IV-A of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Authorized 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 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in the District that benefits from the Authorized 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 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls the Assessment Hearing to be held on **October 14, 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 the District that benefits from the Authorized Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **October 14, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **October 2, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **October 2, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **October 14, 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 **October 14, 2025** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

ADOPTED, PASSED, AND APPROVED on this the 9th day of September, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

LEGACY CELINA
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

September 9, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

LEGACY CELINA
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 1

A. INTRODUCTION 1
B. DEFINITIONS 2

II. PROPERTY INCLUDED IN THE PID 7

A. PROPERTY INCLUDED IN THE PID 7

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 8

A. AUTHORIZED IMPROVEMENT OVERVIEW 8
B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS 9

IV. SERVICE PLAN 11

A. SOURCES AND USES OF FUNDS 11
B. FIVE -YEAR SERVICE AND ASSESSMENT PLAN 12
C. PID ASSESSMENT NOTICE 13

V. ASSESSMENT PLAN 14

A. INTRODUCTION 14
B. SPECIAL BENEFIT 15
C. ASSESSMENT METHODOLOGY 17
D. ASSESSMENTS 17
E. ADMINISTRATIVE EXPENSES 18
F. ADDITIONAL INTEREST RESERVE 18

VI. TERMS OF THE ASSESSMENTS 19

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID 19
B. REALLOCATION OF ASSESSMENTS 19
C. MANDATORY PREPAYMENT OF ASSESSMENTS 20
D. REDUCTION OF ASSESSMENTS 20
E. PAYMENT OF ASSESSMENTS 21
F. COLLECTION OF ANNUAL INSTALLMENTS 22

VII. THE ASSESSMENT ROLL 24

A. ASSESSMENT ROLL 24
B. ANNUAL ASSESSMENT ROLL UPDATES 25

VIII. MISCELLANEOUS PROVISIONS 26

A. ADMINISTRATIVE REVIEW 26
B. TERMINATION OF ASSESSMENTS 26
C. AMENDMENTS 26
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS 27
E. SEVERABILITY 27

APPENDIX A – PID MAP

APPENDIX B – ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

APPENDIX C – LEGAL DESCRIPTION

APPENDIX D – DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX E – ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX F – PID ASSESSMENT NOTICE

APPENDIX G – PROPOSED ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 11, 2025, the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2025-17R approving and authorizing the creation of the Legacy Celina Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the corporate limits of the City at the time the PID was created.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements to be financed.

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. This Legacy Celina Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix F.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as Appendix G of this Service and Assessment Plan. The Assessments as shown on the 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 those issuance costs related to a series of Bonds, PID formation costs, and with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. 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 and 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 taxes (property and franchise), (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, and (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, 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 amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve" has the meaning set forth in Section V.F. of this Service and Assessment Plan.

"Additional PID Bonds" means Bonds issued to finance or refinance the Actual Costs of the Authorized Improvements by use of the proceeds therefrom to pay (i) all or part of amounts due and owing pursuant to the PID Reimbursement Agreement, (ii) certain administrative expenses, and/or (iii) for Actual Costs of the Authorized Improvements remaining to be advanced by the Developer.

"Administrative Expenses" means the administrative, organization, maintenance and operational 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, 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 City, or the person or independent firm designated by the City, who shall have the responsibility provided in this Service and Assessment Plan, any Trust Indenture or any other agreement or document approved by the City related to the duties and responsibility of the administration of the PID.

"Annual Installment" means, with respect to each Assessed Property, each annual payment of: (i) the Assessments, including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest 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" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to the 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 the 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" means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an 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, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"Assessment Roll" means the Assessment Roll included in this Service and Assessment Plan as shown in Appendix G, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean the 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 of Actual Costs budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan, as shown in Table III.

"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 Assessment or Annual Installment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment or Annual Installment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Legacy Celina 75, LLC, a Texas limited liability company.

"Development Agreement" means that certain "Development Agreement" by and between the City and LMR Holdings, LTD, a Texas limited liability company, effective February 9, 2021, as assigned, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by Lot Type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix E attached hereto.

"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. 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.

"Maximum Assessment Per Unit" means for the PID, an Assessment Per Unit for Authorized Improvements for each applicable Lot Type as follows:

Lot Type 1 - $55,827.83
Lot Type 2 - $35,729.81

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, which may include Property Owner 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, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of the County.

"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, as amended.

"PID Assessment Notice" means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the PID Assessment Notice is attached as Appendix F.

"PID Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) that are secured primarily by Assessment Revenues. The term PID Bonds may also include any Additional PID Bonds issued in the future to construct or acquire the Authorized Improvements currently being constructed pursuant to the Reimbursement Agreement and will be secured by the Assessment Revenues.

"PID Reimbursement Agreement" means that certain Legacy Celina Public Improvement District Reimbursement Agreement, dated _____, 2025, by and between the City and the Developer in which the City agrees to reimburse the Developer for a portion of the Actual Costs of the Authorized Improvements funded by the Developer (which costs are subject to reimbursement), with interest, as permitted by the PID Act.

"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.

"Service and Assessment Plan" or **"SAP"** 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.

(remainder of this page is intentionally left blank)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 64.866 acres of land. A map of the property within the PID is shown on Appendix A and described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 301 single family residential units and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development - PID

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft)	201	Units
Lot Type 2 (25 Ft)	100	Units
Total	**301**	Units

(remainder of this page is intentionally left blank)

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 shown in the opinion of probable costs included as 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 OF THE AUTHORIZED IMPROVEMENTS

The Authorized Improvement descriptions are presented below as provided by the project engineer and will be constructed solely by the Developer. The Budgeted Costs of the Authorized Improvements are shown in Table III and may be revised in Annual Service Plan Updates, including updating such Budgeted Costs in connection with such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID include subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalks, barricades, traffic control, platting, staking, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each lot within the PID. The improvements will be built to City standards and specifications and will be owned and operated by the City.

Wet Utilities:

Storm Drainage Improvements

The storm drainage improvements within the PID consist of earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, detention ponds, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within the PID. The improvements will be built to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvements within the PID consist of a gravity collection system improvement including construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to all lots in the PID. The sanitary sewer improvements will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements within the PID consist of trench excavation and embedment, trench safety, PVC piping, valves, fire hydrants, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within the PID. The improvements will be built to City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Certain soft and miscellaneous costs include costs related to right-of-way acquisition, designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, surveying, appraisal fees, district formation fees, contingency, and other soft and miscellaneous costs.

Table III
Estimated Authorized Improvement Costs

Authorized Improvements	Total Authorized Improvments[1,2]
Hard costs	
Roadway Improvements	$4,314,532
Wet Utilities:	
Water Improvements	$1,175,342
Sanitary Sewer Improvements	$1,298,629
Storm Drainage Improvements	$1,976,907
Sub-total Hard Costs	*$8,765,410*
Soft and Miscellaneous Costs	
Soft and Miscellaneous Costs	$4,689,080
Sub-total Soft and Miscellaneous Costs	*$4,689,080*
Total Authorized Improvements	**$13,454,490**

[1] The above shown estimated costs are provided by KFM Engineering & Design. The figures shown in Table III may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements cost amount does not change.
[2]See Appendix B for details.

(remainder of this page is intentionally left blank)

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 Authorized Improvements to be financed with the PID Bonds and obligated under the PID Reimbursement Agreement are anticipated to be completed and accepted by the City in the third quarter of 2026.

The Budgeted Costs for the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID, including issuance related costs of the PID Bonds, are $15,894,591 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 Budgeted Costs, and updating the Assessment Roll(s).

The PID Bonds are anticipated to be issued and an obligation under the PID Reimbursement Agreement is anticipated to finance all or a portion of the Actual Costs of the Authorized Improvements, plus costs to issue the PID Bonds, as shown in Table IV-A. A portion of the Actual Costs of Authorized Improvements will initially be financed by the Developer, which costs are reimbursable to the Developer under the PID Reimbursement Agreement. Additional PID Bonds may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture relating to the PID Bonds, be issued at a later date; and to the extent provided by law, the proceeds from the Additional PID Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the PID Reimbursement Agreement and to pay any unpaid Actual Costs of Authorized Improvements that were otherwise eligible for reimbursement to the Developer under the PID Reimbursement Agreement. This Service and Assessment Plan may be updated to include costs of issuing the Additional PID Bonds. However, any future update to include such costs of issuing the Additional PID Bonds will not increase the Assessments. The remaining balance of the Authorized Improvements, if any, will be funded with proceeds available under the PID Reimbursement Agreement.

(remainder of this page is intentionally left blank)

Table IV-A
Estimated Sources and Uses

Sources of Funds	PID Bonds	PID Reimbursement Agreement[1]	Total
Assessment Amount	$10,120,000	$4,674,374	$14,794,374
Other Funding Sources	$0	$1,100,216	$1,100,216
Total Sources	**$10,120,000**	**$5,774,591**	**$15,894,591**
Uses of Funds			
Authorized Improvements:			
Roadway Improvements	$2,472,380	$1,842,152	$4,314,532
Wet Utilities:			
Water Improvements	$673,512	$501,829	$1,175,342
Sanitary Sewer Improvements	$744,161	$554,469	$1,298,629
Storm Drainage Improvements	$1,132,838	$844,069	$1,976,907
Soft and Miscellaneous Costs	$2,687,009	$2,002,071	$4,689,080
Subtotal Authorized Improvements[2]	*$7,709,899*	*$5,744,591*	*$13,454,490*
Estimated Bond Issuance Costs:			
Debt Service Reserve Fund	$794,490	$0	$794,490
Administrative Expenses	$100,000	$30,000	$130,000
Capitalized Interest	$604,811	$0	$604,811
Cost of Issuance	$607,200	$0	$607,200
Underwriter's Discount	$303,600	$0	$303,600
Subtotal Estimated Bond Issuance Costs	*$2,410,101*	*$30,000*	*$2,440,101*
Total Uses	**$10,120,000**	**$5,774,591**	**$15,894,591**

[1]The portion of the Authorized Improvement associated with the PID Reimbursement Agreement will be funded with a cash deposit from the Developer at closing of PID Bonds
[2]See Appendix B for details.

B. FIVE-YEAR SERVICE AND ASSESSMENT PLAN

The annual projected costs and annual projected indebtedness are 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.

(remainder of this page is intentionally left blank)

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Assessments	Projected Annual Installments
2025	$3,973,648	$14,794,374	$1,100,216	$0
2026	$11,920,943	$0	$0	$0
2027	$0	$0	$0	$1,271,611
2028	$0	$0	$0	$1,270,983
2029	$0	$0	$0	$1,271,622
2030	$0	$0	$0	$1,271,392
2031	$0	$0	$0	$1,271,294
Total	**$15,894,591**	**$14,794,374**	**$1,100,216**	**$6,356,902**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III, and the costs associated with setting up the PID and issuance costs related to the PID Bonds, including reserves, shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

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 F and may be updated in an Annual Service Plan Update.

(remainder of this page is intentionally left blank)

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 Improvement program anticipates a bond financing with reimbursement agreements potentially followed by a series of bond financings that is intended to finance the public infrastructure required for the development.

The purpose of this levy of Assessment and related execution of a 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 a 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 Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (ii) current and projected home prices provided by the Developer, (iii) the Authorized Improvements to be provided and the estimated costs, and (iv) 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 E based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

This section of this Service and Assessment Plan (i) describes the special benefit received by each Parcel within the Assessed Property within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments that were levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuing the PID Bonds and payment of costs incurred in the establishment of the PID shown in Table IV-A 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 own 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 such Assessed 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 Assessed Property and has determined that the highest and best use of such property is the use intended and the legal use for such 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), Bonds that are tax-exempt will have a lower interest rate than debt that is not tax-exempt. The Bonds also have fixed rates of interest through final maturity and a longer term than other available financings and provide an option for partial or full early redemption for prepayments at any time chosen by any Owner of a Parcel. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Actual Costs of 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 (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 "highest and best use" of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer and each owner of Assessed Property have consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer and each owner of Assessed Property is acting in its interest by consenting to this imposition;

3. 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);

4. Financing of the Actual Costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The Actual 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 Actual Costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs of Authorized Improvements on Assessed Property similarly benefited. For the purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds and by the Developer under the PID Reimbursement Agreement) shall be allocated to the 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 within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to such divided parcel will then be apportioned pro rata based on the estimated number of 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 number of Equivalent Units at the time residential Lots are platted to the total estimated number of 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 PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. Assessments

The Assessments for the PID Bonds and PID Reimbursement Agreement will be levied on each Parcel or Lot according to the Assessment Roll, as shown in Appendix G. The Annual Installments for the PID Bonds and PID Reimbursement Agreement will be collected on the dates and in the amounts shown on the Assessment Roll subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.
See Appendix E for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments securing Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than the Additional Interest Rate. The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest allocated to fund a reserve to be used for paying interest associated with an Assessment prepayment and to offset any possible Assessment delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding principal amount of Bonds unless otherwise stipulated in the Trust Indenture(s). 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.

The interest on the Assessment securing the payments under the PID Reimbursement Agreement shall be collected at rates established under the PID Reimbursement Agreement as part of the Annual Installment. Additional Interest will not be collected on the Assessment securing the payments under the PID Reimbursement Agreement.

(remainder of this page is intentionally left blank)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENT AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID are shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to (i) pay principal and interest on the Bonds, (ii) pay principal and interest on amounts due under the PID Reimbursement Agreement or any Additional PID Bonds that may be issued to refinance the payments due under the PID Reimbursement Agreement or to directly pay Actual Costs of the Authorized Improvements (which costs are reimbursable to the Developer under the PID Reimbursement Agreement), (iii) fund the Additional Interest Reserve described in Section V.F., and (iv) pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel of Assessed Property, 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 (based on anticipated use).

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.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessment 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 and Delinquent Collection Costs, if any, prior to any such transfer or act.

2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Maximum Assessment per Equivalent 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 Equivalent Unit for the Parcel exceeds the applicable Maximum Assessment per Equivalent 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.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the applicable Trust Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting

reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the applicable Trust Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. 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, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. 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.

(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(s); 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.

(remainder of this page is intentionally left blank)

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the PID Bonds. Interest on the PID Bonds is based on an estimated interest rate of 6.50%. Interest on the PID Reimbursement Agreement shall be paid based on an estimated interest rate of 6.63%. The interest on the PID Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) 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 (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 4.63%. The City has determined that the PID Reimbursement Agreement shall bear interest at the interest rate of 6.63% per annum for years 1 through 30. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown as Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the PID Bonds and amounts due under the PID Reimbursement Agreement and the Additional PID Bonds, if any, 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 PID 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 Additional PID Bonds that are refunding bonds when due and payable as required by and established in the ordinance and/or the Trust Indenture authorizing and securing such refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. 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 an updated Assessment Roll 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 or on the City's behalf 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.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be due when billed and delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to February 1, 2027.

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.

(remainder of this page is intentionally left blank.)

VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID (based on numerous factors such as the applicable zoning for developable area, 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 PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII summarizes the $15,894,591 in special benefit received by the Assessed Property from the Authorized Improvements, the costs of the PID formation, and the issuance costs related to the PID Bonds. The amount of the PID Bonds and amounts due under the PID Reimbursement Agreement is $14,794,374 which is equal to the benefit received by the Assessed Property. The total Assessment to be applied to all the Assessed Property is $14,794,374, which is equal to the benefit received by the Assessed Property. The Assessment for each Assessed Property is calculated based on the allocation methodology described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[1]	$13,454,490
Bond Issuance Costs:	
Debt Service Reserve Fund	$794,490
Administrative Expenses	$130,000
Capitalized Interest	$604,811
Cost of Issuance	$607,200
Underwriter's Discount	$303,600
Subtotal Bond Issuance Costs	*$2,440,101*
Total Special Benefit	**$15,894,591**
Special Benefit:	
Total Special Benefit	$15,894,591
Projected Assessment	$14,794,374
Excess Benefit	**$1,100,216**

[1]See Table III for details.

(remainder of this page is intentionally left blank.)

B. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in Annual Installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E of this Service and Assessment Plan.

This SAP reflects the actual interest on the PID Bonds and PID Reimbursement Agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Budgeted 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 the 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 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, Prepayment Costs, and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments, Prepayment Costs, 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, Delinquent Collection Costs, and other charges imposed by this 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(s), 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



KFM ENGINEERING & DESIGN

Conceptual Site Plan

LMR TRACT-LEGACY HILLS - CENTURION AMERICAN

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

0 50 100 200
Scale: 1"=100'

06/16/25

FilePath:P:\010028\111\planning\20250616_LMRConceptualSitePlan\indd\LMRTRACTLEGACYHILLSCONCEPTUALSITEPLAN

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Project Name: LMR Tract
Client Name: Centurion American
City: Celina, Texas
County: Collin County

Date: 2/13/2025
Project Number: 01.0028.115
Total Lots: 301
Total Acreage: 58.4

CONSTRUCTION COST SUMMARY - LMR TRACT

	Units	Wet Utilities	Dry Utilities	Roadway and Paving	Earthwork and E&S	Hardscape/ Landscape Cost	Miscellaneous Cost	Sum of Construction Costs	PID District Formation	Sale of ROW	Other Contingency, Fees & Bonds	Total Construction Cost w/ Contingencies & Fees	Total Cost/Unit
PID Direct	301	$ 4,450,877	$ -	$ 4,314,532	$ -	$ -	$ 57,010	$ 8,822,420	$ 450,000	$ 2,493,000	$ 1,689,070	$ 13,454,490	$ 44,699
Private		$ -	$ 409,500	$ -	$ 2,109,258	$ 1,487,900	$ -	$ 4,006,658	$ -	$ -	$ 759,762	$ 4,766,420	$ 15,835
TOTAL:		**$ 4,450,877**	**$ 409,500**	**$ 4,314,532**	**$ 2,109,258**	**$ 1,487,900**	**$ 57,010**	**$ 12,829,077**	**$ 450,000**	**$ 2,493,000**	**$ 2,448,833**	**$ 18,220,910**	**$ 60,535**

Assumptions:

- At the time of this OPC, no geotechnical recommendations for pavement subgrade ans doil moisture conditioning were available. A final geotechnical report will be required to verify design recommendations.
- The OPC was prepared without the benefit of overall grading, utility, and drainage plans for a 'high level' analysis of the site. The OPC should be updated as additional information and designs are available.
- The OPC does not include any miscellaneous costs for permits, platting, fees (impact, planning, development agreement, etc.), or any other process or procedure required by the City of Celina or additional governing authorities.
- In order to prepare this OPC we assumed we would be able to reclaim floodplain as shown in the exhibits. We are currently preparing a flood study in order to prove what part of the floodplain is reclaimable. Once this is complete and has gone through the City of Celina and FEMA approval processes, we may need to make changes as we calculate exactly how much and where we are able to reclaim floodplain.
- This OPC was prepared without the benefit of a full design and are rough estimates based off of industry standards and best practices.
- Tree mitigation/preservation costs are not included in estimate.

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

Project Name: LMR Tract
Client Name: Centurion American
CONSTRUCTION COST SUMMARY - LMR TRACT

Date: *2/13/2025*
Project Number: *01.0028.115*
Acres: *58.4*
Lots: *301*

PID DIRECT CONSTRUCTION COST ESTIMATE

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	11,072	$42.00	$465,010.14
8" GATE VALVE & BOX	EA	35	$2,440.00	$85,400.00
1" SINGLE WATER SERVICE	EA	301	$875.00	$263,375.00
AUTOMATIC FLUSH VALVE	EA	1	$10,000.00	$10,000.00
12" P.V.C. WATER LINE	LF	261	$90.00	$23,490.00
12" GATE VALVE & BOX	EA	3	$5,000.00	$15,000.00
18" STEEL ENCASEMENT	LF	146	$180.00	$26,190.00
12" STEEL ENCASEMENT	LF	433	$170.00	$73,528.40
6" FIRE SERVICE	EA	1	$1,150.00	$1,150.00
CONNECT TO EXISTING WATER LINE	EA	3	$2,000.00	$6,000.00
FIRE HYDRANT ASSEMBLY	EA	24	$7,175.00	$172,200.00
TESTING (EXCLUDING GEOTECH.)	LF	11,333	$1.00	$11,332.67
TRENCH SAFETY	LF	11,333	$2.00	$22,665.34
			SUB-TOTAL	**$1,175,341.55**

Note: Water lines include all fittings

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. PIPE (SDR 35)	LF	13,370	$45.00	$601,635.60
4' DIA. WW MANHOLE	EA	37	$8,475.00	$313,575.00
4" SERVICE LINE	EA	301	$900.00	$270,900.00
12" STEEL ENCASEMENT	LF	212	$170.00	$36,040.00
4' DIA. WW MANHOLE W/ WATERTIGHT LID	EA	1	$10,000.00	$10,000.00
CONCRETE ENCASEMENT	LF	260	$50.00	$13,000.00
TESTING (EXCLUDING GEOTECH.)	LF	13,370	$2.00	$26,739.36
TRENCH SAFETY	LF	13,370	$2.00	$26,739.36
			SUB-TOTAL	**$1,298,629.32**

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	2,721	$65.00	$176,877.35
24" R.C.P.	LF	1,710	$84.00	$143,668.56
30" R.C.P.	LF	2,146	$106.00	$227,496.14
36" R.C.P.	LF	1,766	$133.00	$234,842.89
42" R.C.P.	LF	529	$170.00	$89,893.96
48" R.C.P.	LF	553	$204.00	$112,812.00
54" R.C.P.	LF	155	$258.00	$40,088.04
72" R.C.P.	LF	554	$415.00	$229,744.00
72" Headwall	LS	1	$25,000.00	$25,000.00
DEMOLISH AND REMOVE EX. 42" R.C.P.	LF	42	$50.00	$2,100.00
4' SDMH	EA	15	$5,500.00	$82,500.00
5' SDMH	EA	7	$6,725.00	$47,075.00
6' SDMH	EA	8	$8,000.00	$64,000.00
FLEXAMAT (OR APPROVED ALTERNATIVE)	SY	99	$112.50	$11,137.50
10' CURB INLET	EA	56	$6,500.00	$364,000.00
Large Debris Seperator	EA	1	$75,000.00	$75,000.00
TESTING & TV INSPECTION	LF	10,134	$3.00	$30,402.67
TRENCH SAFETY	LF	10,134	$2.00	$20,268.45
			SUB-TOTAL	**$1,976,906.56**

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	42,987	$50.00	$2,149,350.00
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	49,099	$8.75	$429,615.38
POLY FOR MOISTURE CONDITIONING	SY	12,181	$1.50	$18,271.95
CONNECT TO EXISTING CONCRETE PVMT	LF	263	$40.00	$10,520.00
5' SIDEWALK DEVELOPER (4" THICK, 3000 PSI)	SF	26,611	$7.00	$186,276.16
6' SIDEWALK DEVELOPER (4" THICK, 3000 PSI)	SF	19,502	$7.00	$136,510.50
BARRIER FREE RAMPS	EA	34	$2,800.00	$95,200.00
STOP SIGN w/ STREET NAME BLADES	EA	19	$1,400.00	$26,600.00
REMOVE & REPLACE CONC. PVMT.	SY	113	$75.00	$8,475.00
10" REINFORCED CONCRETE PAVING (4000 PSI)	SY	8,787	$70.00	$615,082.30
8" LIME TREATED SUBGRADE (INC. LIME)	SY	9,721	$8.70	$84,568.52
MOISTURE CONDITIONING (6' DEPTH)	SY	9,721	$4.50	$43,742.34
REFLECTIVE TYPE 1 WHITE ARROWS	EA	4	$190.00	$760.00
PAVEMENT MARKING	LF	6,570	$1.50	$9,855.00
ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	EA	57	$200.00	$11,400.00
REVEGETATION	SY	12,282	$2.50	$30,705.00
BARRIER FREE RAMPS TYP 1	EA	18	$3,200.00	$57,600.00
TEMPORARY TRAFFIC CONTROL	LS	1	$50,000.00	$50,000.00
DECEL LANES & PVMT WIDENING FOR FUTURE BUILDOUT	LS	1	$350,000.00	$350,000.00
			SUB-TOTAL	**$4,314,532.15**

Earthwork and E&S Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	STA	22	$0.00	$0.00
MASS GRADING - EXCAVAVTING (LEGACY DRIVE)	CY	22,500	$0.00	$0.00
MASS GRADING - EXCAVAVTING (ROADWAY)	CY	6,000	$0.00	$0.00
SILT FENCING	LF	4,140	$0.00	$0.00
INLET PROTECTION	EA	6	$0.00	$0.00
SUB-TOTAL				**$0.00**

Miscellaneous Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CADG TOTAL
PROJECT SIGN	EA	2	$2,000.00	$4,000.00
CONSTRUCTION SURVEYING	EST	1	$53,010.00	$53,010.00
SUB-TOTAL				**$57,010.00**

SUMMARY

SUM OF CONSTRUCTION COSTS			$8,822,419.58
CONTINGENCY/Development Fees		0%	$0.00
SUB-TOTAL			**$8,822,419.58**
ENGINEER, SURVEY FEES	Contract		$890,600.00
CM/PM, GEOTECH, & MATERIAL TESTING FEES		2%	$176,448.39
INSPECTION FEE, BONDS, ETC.		5%	$441,120.98
SALE OF ROW			$2,493,000.00
PID District Formation			$450,000.00
PERMIT FEE		PER LOT	$180,901.00
TOTAL CONSTRUCTION COST			**$13,454,489.95**
			$44,699.30

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Project Name: LMR Tract
Client Name: Centurion American
CONSTRUCTION COST SUMMARY - LMR TRACT

Date: *2/13/2025*
Project Number: *01.0028.116*
Acres: *58.4*
Lots: *301*

PRIVATE CONSTRUCTION COST ESTIMATE

Earthwork and E&S Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	$2,300.00	$4,600.00
INLET PROTECTION	EA	52	$112.00	$5,824.00
SILT FENCE	LF	6,978	$1.65	$11,513.70
CLEARING AND GRUBBING	ACRE	58.4	$2,000.00	$116,800.00
MASS GRADING - IMPORT	CY	74,000	$3.00	$222,000.00
ROADWAY MOISTURE CONDITION SUBGRADE (5' DEEP)	SY	49,099	$4.50	$220,945.05
ROUGH LOT GRADING	LOT	301	$250.00	$75,250.00
MOISTURE CONDITIONING	LOT	301	$3,225.00	$970,725.00
POLY FOR MOISTURE CONDITIONED PADS	LOT	301	$500.00	$150,500.00
ROCK GRAVITY WALL (0'-6' HIGH)	LOT	301	$500.00	$150,500.00
FINAL LOT GRADING	LOT	301	$250.00	$75,250.00
EROSION CONTROL	LOT	301	$350.00	$105,350.00
			SUB-TOTAL	**$2,109,257.75**

Dry Utility Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
DRY UTILITIES	LOT	301	$1,000.00	$301,000.00
STREET LIGHT	EA	31	$3,500.00	$108,500.00
			SUB-TOTAL	**$409,500.00**

Hardscape/Landscape Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRICK/STONE MASONRY WALL	LF	3,140	$125.00	$392,500.00
MAIN ENTRY	EA	1	$275,000.00	$275,000.00
AMENITY AREA	EA	1	$500,000.00	$500,000.00
OPEN SPACE LANDSCAPING	LOT	293	$1,093.52	$320,400.00
			SUB-TOTAL	**$1,487,900.00**

SUMMARY

SUM OF CONSTRUCTION COSTS			$4,006,657.75
CONTINGENCY		10%	$400,665.77
SUB-TOTAL			**$4,407,323.52**
ENGINEER, SURVEY FEES	Contract		$270,950.00
CM/PM, GEOTECH, & MATERIAL TESTING FEES		2%	$88,146.47
TOTAL CONSTRUCTION COST			**$4,766,420.00**
TOTAL COST / LOT			$15,835.28

APPENDIX C
LEGAL DESCRIPTION

Metes and Bounds Description

LEGAL DESCRIPTION
64.866 ACRES

BEING all that certain tract of land situated in the H. Cochran Survey, Abstract No. 192 and the G. Chenoweth Survey, Abstract No. 140, Collin County, Texas, and being a part of a called 278.29 acre tract of land described as Exhibit "A" and a called 344.75 acre tract described as Exhibit "B", in the deed to LMR Holdings, LTD., recorded in Instrument No. 20090213000158800, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 1-inch iron pipe found at the Northwest corner of said 278.29 acre tract and the southwest corner of a called 19.274 acre tract of land, described in deed to Grayson-Collin Electric Cooperative Inc, recorded in Instrument No. 2022000108950, said Official Public Records;

THENCE North 86° 42' 24" East, with the north line of said 278.29 acre tract and the south line of said 19.274 acre tract, a distance of 1206.21 feet to a mag nail set in the west line of a called 22.57 acre tract of land, described in deed to Molly Ann Huie, recorded in Instrument No. 20110531000556580, said Official Public Records, for the southeast corner of said 19.274 acre tract;

THENCE South 48° 08' 07" East, with the north line of said 278.29 acre tract and the west line of said 22.57 acre tract, a distance of 30.69 feet to a 5/8-inch iron rod found at the southwest corner of said 22.57 acre tract;

THENCE North 89° 43' 14" East, north line of said 278.29 acre tract and the south line of said 22.57 acre tract, a distance of 241.87 feet to a 5/8-inch iron rod found at the southeast corner of said 22.57 acre tract and at the southwest corner of a called 18.202 acre tract, described in deed to Mary Carmen Esteso and David S. Gerkin, recorded in Instrument No. 20021007001449470, said Official Public Records;

THENCE North 89° 51' 36" East, with the north lines of said 278.29 acre tract and said 344.75 acre tract and the south line of said 18.202 acre tract, within County Road 58, a distance of 820.66 feet to a mag nail set in the north line of said 344.75 acre tract and in the south line of a called 36.977 acre tract, described in deed to Mark A. Palmer and Spouse, Deborah Palmer, recorded in Instrument No. 20120120000072350, said Official Public Records;

THENCE severing said 344.75 acre tract and said 278.29 acre tract, the following courses:

1. South 00° 00' 00" West, a distance of 1453.86 feet to a 1/2-inch iron rod with a cap stamped “RPLS 6677” (hereinafter referred to as a capped iron rod set);

2. North 89° 56' 18" West, a distance of 2134.91 feet to a 5/8-inch capped iron rod stamped "KHA" found;

3. North 09° 51' 48" East, a distance of 50.30 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

4. With said curve to the right, having a radius of 51.79 feet, a central angle of 44° 34' 21", an arc length of 40.29 feet, a chord that bears North 73° 09' 04" West, a distance of 39.28 feet to a 5/8-inch capped iron rod stamped "KHA" found at the end of said curve;

5. North 50° 29' 48" West, a distance of 15.38 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

6. with said curve to the right, having a radius of 44.37 feet, a central angle of 22° 44' 31", an arc length of 17.61 feet, a chord that bears North 38° 51' 10" West, a distance of 17.50 feet to a 5/8-inch capped iron rod stamped "KHA" found at the end of said curve;

7. North 24° 57' 15" West, a distance of 17.66 feet to a capped iron rod set;

8. South 45° 21' 38" East, a distance of 60.27 feet to a capped iron rod set;

9. South 89° 56' 41" East, a distance of 158.06 feet to a capped iron rod set;

10. South 86° 08' 05" East, a distance of 150.49 feet to a capped iron rod set;

11. South 89° 56' 41" East, a distance of 74.11 feet to a capped iron rod set;

12. North 00° 00' 41" East, a distance of 1012.22 feet to a capped iron rod set;

13. South 86° 40' 43" West, a distance of 416.47 feet to a capped iron rod set;

14. South 89° 23' 24" West, a distance of 40.00 feet to a capped iron rod set;

15. South 00° 46' 36" East, a distance of 617.29 feet to a capped iron rod set;

16. South 04° 35' 12" East, a distance of 150.49 feet to a 5/8-inch capped iron rod stamped "KHA" found;

17. South 00° 52' 54" East, a distance of 150.98 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

18. With said curve to the right, having a radius of 131.50 feet, a central angle of 07° 56' 29", an arc length of 18.23 feet, a chord that bears North 17° 48' 56" West, a distance of 18.21 feet to a 5/8-inch capped iron rod stamped "KHA" found;

THENCE North 13° 50' 45" West, a distance of 286.02 feet to a 5/8-inch capped iron rod stamped "KHA" found in the west line of said 278.29 acres;

THENCE North 00° 47' 53" West, with the west line of said 278.29 acre tract, a distance of 987.51 feet to the POINT OF BEGINNING and enclosing 64.866 acres (2,825,556 square feet) of land, more or less.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

PAVING OPC LEGEND

PROPOSED

- STREET PAVING (INTRACT)
- ALLEY PAVING (INTRACT)
- STREET PAVING (LEGACY DR)
- TEMPORARY PAVING (LEGACY DR)
- SIDEWALK (BY DEVELOPER)

CELINA PARKWAY
(120' R.O.W.)

LEGACY DRIVE
(100' R.O.W.)

W

N

0 50 100 200

SCALE 1" = 100'

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

ARCADIA AT LEGACY HILL
CELINA, TEXAS

TITLE

PID PAVING

CLIENT

CENTURION AMERICAN
FARMERS BRANCH, TEXAS

PROJECT NUMBER:
01000X00X

DRAWN BY:
ZLV

DATE:
2024/05/24

SHEET:
PAV1

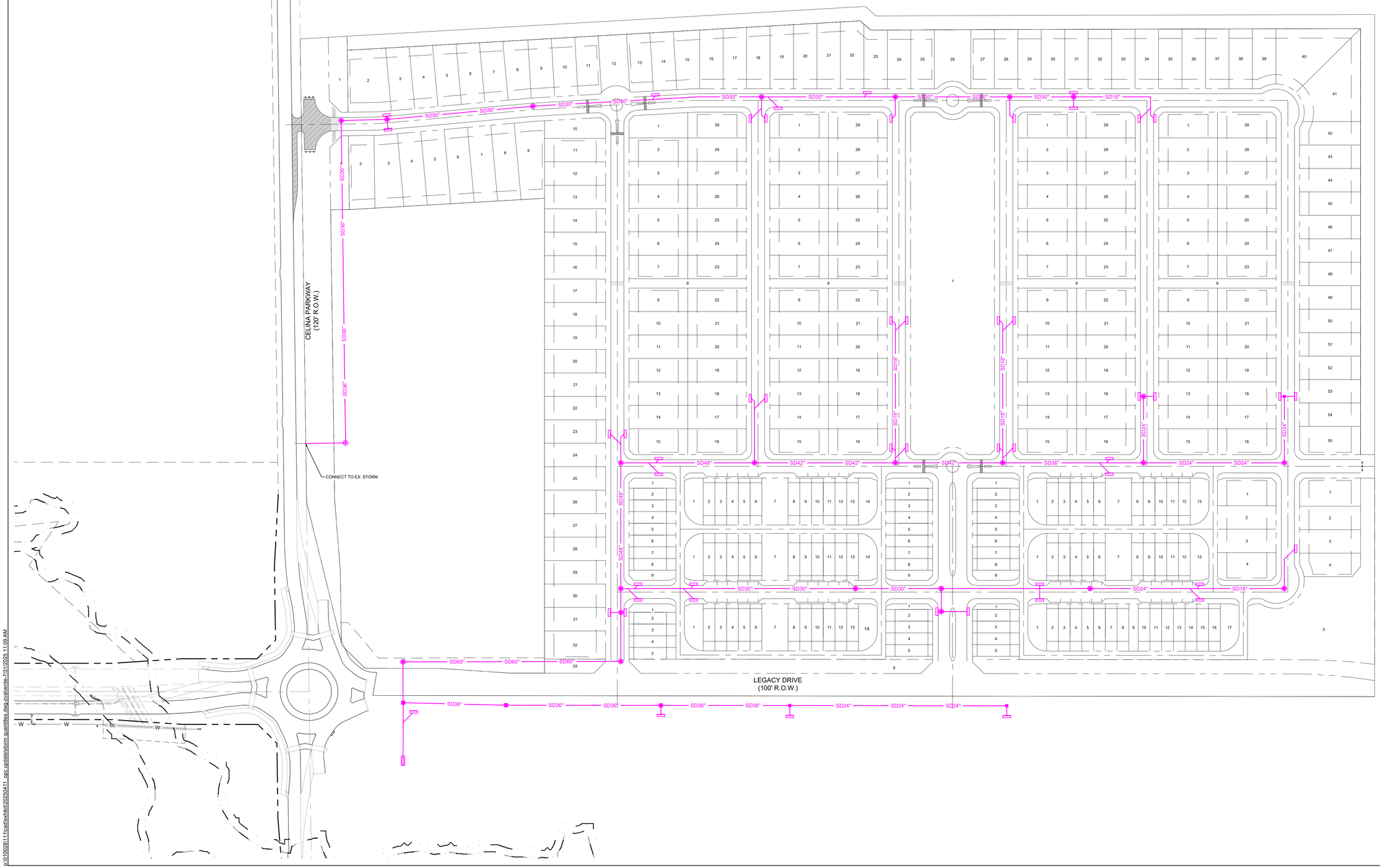
p:\01\00\28\11\civil\exhibit\20250411_opc update\paving quantities.dwg-yvonas-7/31/2025 10:45 AM

NOTE: ALL LATERALS ARE ASSUMED TO BE 18" RCP.

STORMWATER OPC LEGEND

PROPOSED

- SD STORM LINE
- MANHOLE
- CURB INLET



KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

ARCADIA AT LEGACY HILL

CELINA, TEXAS

TITLE

PID STORM

CLIENT

CENTURION AMERICAN

FARMERS BRANCH, TEXAS

N

0 50 100 200

SCALE 1" = 100'

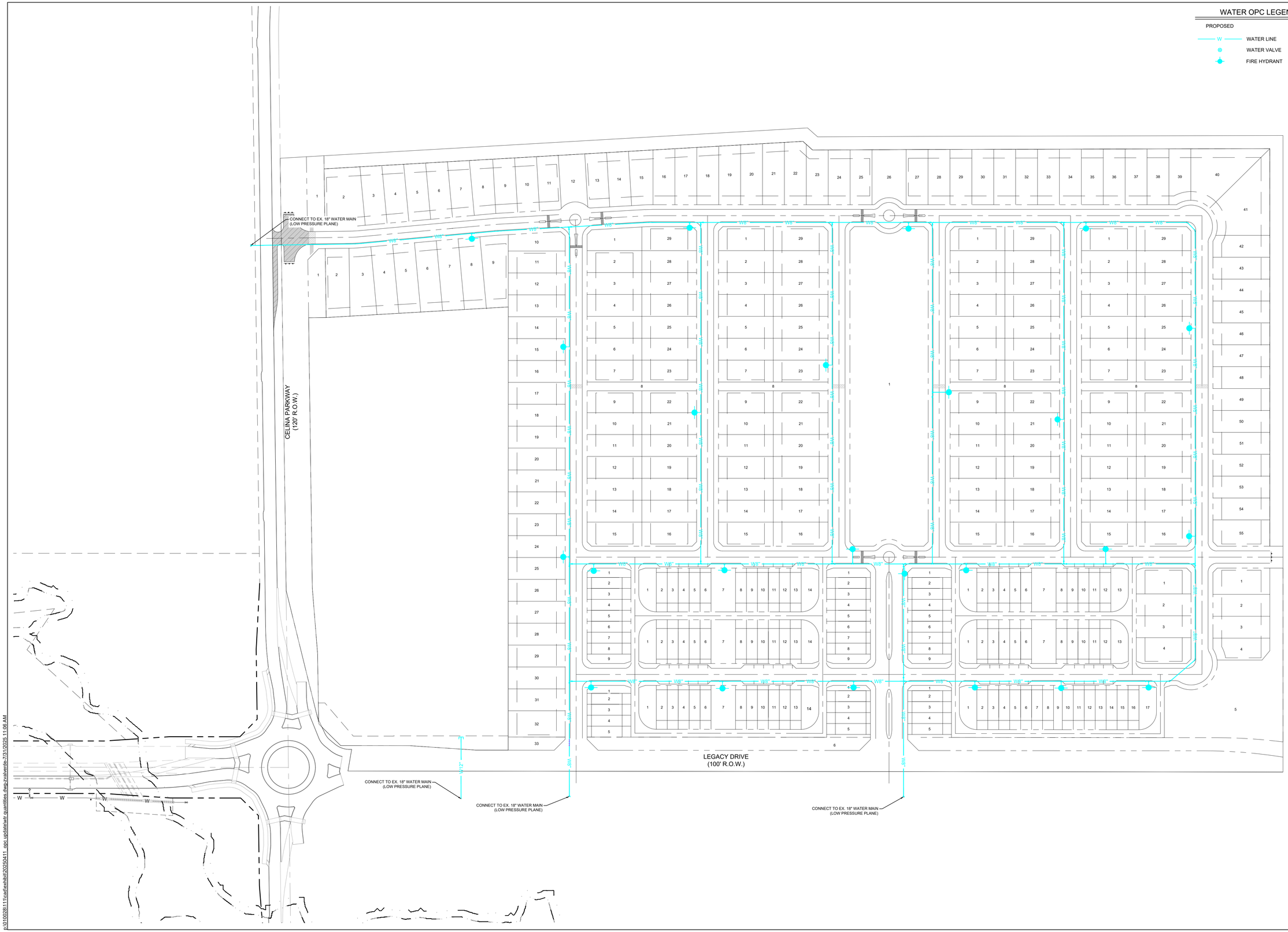
PROJECT NUMBER: 01000X00X

DRAWN BY: ZLV

DATE: 2024/05/24

SHEET: STM1

p:\01000\811\cad\exhibit\20250411_opc update\storm quantities.dwg-zvalverde-7/31/2025 11:09 AM



KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

ARCADIA AT LEGACY HILL

CELINA, TEXAS

TITLE

PID WATER

CLIENT

CENTURION AMERICAN

FARMERS BRANCH, TEXAS

N

0 50 100 200

SCALE 1" = 100'

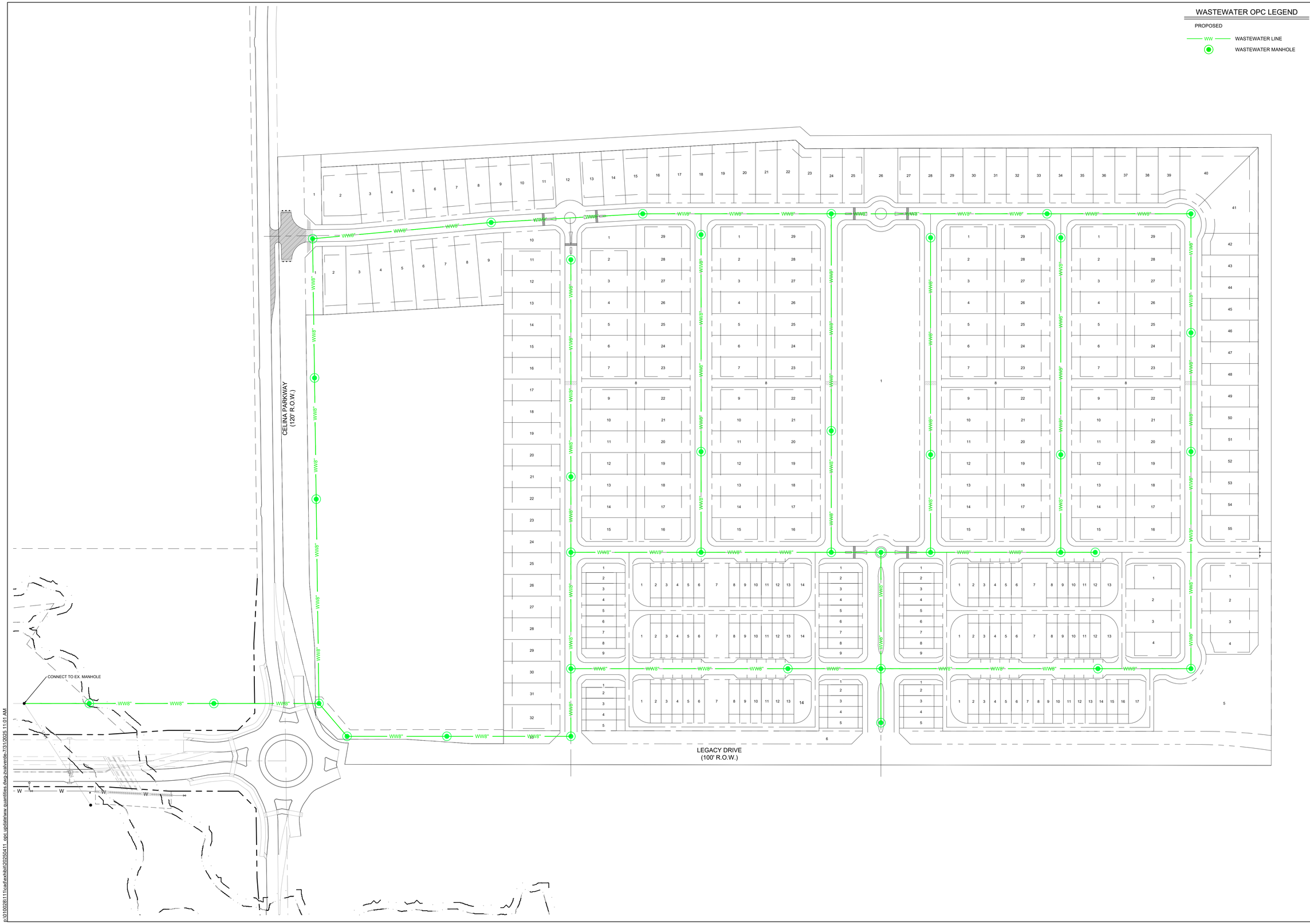
PROJECT NUMBER: 01000X00X

DRAWN BY: ZLV

DATE: 2024/04/23

SHEET: WTR1

p:\01000\811\cad\exhibit\20250411_opc update\wtr quantities dwg zvalverde-7/31/2025 11:06 AM



WASTEWATER OPC LEGEND

PROPOSED

WW — WASTEWATER LINE

WASTEWATER MANHOLE

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

ARCADIA AT LEGACY HILL

CELINA, TEXAS

TITLE

PID WASTEWATER

CLIENT

CENTURION AMERICAN

FARMERS BRANCH, TEXAS

N

0 50 100 200

SCALE 1" = 100'

PROJECT NUMBER: 01000X00X

DRAWN BY: ZLV

DATE: 2024/04/23

SHEET: WW1

p:\010028\111\cad\exhibit\20250411_opc update\ww quantities.dwg-zvalverde-7/31/2025 11:01 AM

APPENDIX E
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix E

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means Lots identified as such on an Assessment Roll, typically single-family Lots typically with a width of approximately 50 feet.

"Lot Type 2" means Lots identified as such on an Assessment Roll, typically single-family Lots typically with a width of approximately 25 feet.

A) Proposed Development

Table E-1 shows the proposed Lot Types to be developed within the PID.

Table E-1
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Lot Type 1 (50 Ft Lot)	201	Units
Lot Type 2 (25 Ft Lot)	100	Units
Total	**301**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds and under the terms of the PID Reimbursement Agreement shall be allocated to the 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 Assessed Property on the basis of the average 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 value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 50 Ft Lots, 25 Ft Lots, etc.); (ii) current and projected values; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types (primarily commercial vs residential) to proportionally 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 value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications from Lot Type 1 (50 Ft Lot) representing the highest value to Lot Type 2 (25 Ft Lot) representing the lowest value for Lots are set forth in Table E-2. 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 (50 Ft) to 1.0 and the Equivalent Unit factor for Lot Type 2 (25 Ft) to 0.64.

Table E-2
Equivalent Unit Factors

Lot Type	Estimated Average Value[1]	Equivalent Unit Factor	
Lot Type 1 (50 Ft Lot)	$600,000	1.00	per dwelling unit
Lot Type 2 (25 Ft Lot)	$385,000	0.64	per dwelling unit

[1]Lot Type 1 and Lot Type 2 average values provided by the Developer.

The total Equivalent Units for the PID are shown in Table E-3 as calculated based on the Equivalent Unit factors shown in Table E-2, estimated Lot Types and number of units estimated to be built within the PID.

Table E-3
Equivalent Units - PID

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft Lot)	201	1.00	201.00
Lot Type 2 (25 Ft Lot)	100	0.64	64.00
Total	**301**		**265.00**

C) Allocation of Assessments to Lots within the PID

The total amount of the PID Bonds and the amount due under the PID Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID, is $14,794,374. As shown in Table E-3, there are a total of 265.00 Equivalent Units, resulting in an Assessment per Equivalent Unit of $55,827.83 (i.e., $14,794,374 ÷ 265.00 = $55,827.83).

Table E-4 sets forth the Assessment per dwelling unit within the PID.

Table E-4
Assessment Per Unit - PID

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Equivalent Unit		Total Assessments
Lot Type 1 (50 Ft Lot)	201	$55,827.83	1.00	$55,827.83	per dwelling unit	$11,221,393
Lot Type 2 (25 Ft Lot)	100	$55,827.83	0.64	$35,729.81	per dwelling unit	$3,572,981
Total	**301**					**$14,794,374**

The projected leverage is calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-5.

Table E-5
Projected Leverage – PID

Lot Type	Planned No. of Units	Estimated Finished Lot Value per Unit	Projected Value per Unit	Assessment per Equivalent Unit	Leverage (Lot Value)	Leverage (Value per Unit)
Lot Type 1 (50 Ft Lot)	201	$125,000	$600,000	$55,827.83	2.24	10.75
Lot Type 2 (25 Ft Lot)	100	$86,750	$385,000	$35,729.81	2.43	10.78

The projected tax rate equivalent is calculated based on the estimated finished lot values and projected average value per unit is shown in Table E-6.

Table E-6
Estimated Tax Rate Equivalents – PID

Lot Type	Planned No. of Units	Estimated Finished Lot Value per Unit	Projected Value per Unit	Projected Average Annual Installment per Equivalent Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Value)
Lot Type 1 (50 Ft Lot)	201	$125,000	$600,000	$4,797	$3.84	$0.80
Lot Type 2 (25 Ft Lot)	100	$86,750	$385,000	$3,070	$3.54	$0.80

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX F
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

_____
PROPERTY 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 ***Legacy Celina 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 G
PROPOSED ASSESSMENT ROLL

Appendix G-1
Proposed Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**265.00**
Assessment	**$14,794,374**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/2026	$0	$604,811	$0	$0	$0	$0	($604,811)	$0
9/30/2027	$127,000	$657,800	$61,000	$309,911	$65,300	$50,600	$0	$1,271,611
9/30/2028	$135,000	$649,545	$64,000	$305,867	$66,606	$49,965	$0	$1,270,983
9/30/2029	$144,000	$640,770	$68,000	$301,624	$67,938	$49,290	$0	$1,271,622
9/30/2030	$153,000	$631,410	$72,000	$297,115	$69,297	$48,570	$0	$1,271,392
9/30/2031	$162,000	$621,465	$77,000	$292,342	$70,683	$47,805	$0	$1,271,294
9/30/2032	$172,000	$610,935	$81,000	$287,236	$72,096	$46,995	$0	$1,270,263
9/30/2033	$183,000	$599,755	$86,000	$281,866	$73,538	$46,135	$0	$1,270,295
9/30/2034	$195,000	$587,860	$92,000	$276,164	$75,009	$45,220	$0	$1,271,253
9/30/2035	$207,000	$575,185	$98,000	$270,065	$76,509	$44,245	$0	$1,271,004
9/30/2036	$221,000	$561,730	$104,000	$263,567	$78,040	$43,210	$0	$1,271,547
9/30/2037	$235,000	$547,365	$110,000	$256,672	$79,600	$42,105	$0	$1,270,742
9/30/2038	$250,000	$532,090	$117,000	$249,379	$81,192	$40,930	$0	$1,270,591
9/30/2039	$266,000	$515,840	$124,000	$241,622	$82,816	$39,680	$0	$1,269,958
9/30/2040	$284,000	$498,550	$132,000	$233,401	$84,473	$38,350	$0	$1,270,773
9/30/2041	$302,000	$480,090	$141,000	$224,649	$86,162	$36,930	$0	$1,270,831
9/30/2042	$322,000	$460,460	$150,000	$215,301	$87,885	$35,420	$0	$1,271,066
9/30/2043	$343,000	$439,530	$159,000	$205,356	$89,643	$33,810	$0	$1,270,339
9/30/2044	$366,000	$417,235	$170,000	$194,814	$91,436	$32,095	$0	$1,271,580
9/30/2045	$390,000	$393,445	$180,000	$183,543	$93,264	$30,265	$0	$1,270,518
9/30/2046	$416,000	$368,095	$192,000	$171,609	$95,130	$28,315	$0	$1,271,149
9/30/2047	$444,000	$341,055	$204,000	$158,880	$97,032	$26,235	$0	$1,271,202
9/30/2048	$473,000	$312,195	$218,000	$145,354	$98,973	$24,015	$0	$1,271,537
9/30/2049	$505,000	$281,450	$232,000	$130,901	$100,952	$21,650	$0	$1,271,953
9/30/2050	$538,000	$248,625	$247,000	$115,519	$102,972	$19,125	$0	$1,271,241
9/30/2051	$575,000	$213,655	$263,000	$99,143	$105,031	$16,435	$0	$1,272,264
9/30/2052	$613,000	$176,280	$280,000	$81,706	$107,132	$13,560	$0	$1,271,678
9/30/2053	$654,000	$136,435	$298,000	$63,142	$109,274	$10,495	$0	$1,271,347
9/30/2054	$699,000	$93,925	$317,000	$43,385	$111,460	$7,225	$0	$1,271,995
9/30/2055	$746,000	$48,490	$337,374	$22,368	$113,689	$3,730	$0	$1,271,651
Total	**$10,120,000**	**$13,246,076**	**$4,674,374**	**$5,922,503**	**$2,533,133**	**$972,405**	**($604,811)**	**$36,863,680**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds. Annual Installments can be prorated in the same manner as property taxes.
2- Represents the principal and interest on the PID Bonds. Interest is calculated assuming an estimated interest rate of 6.50%.
3- Represents the principal and interest on the PID Reimbursement Agreement. Interest is calculated assuming an interest rate of 6.63%.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
5- Additional Interest is only charged on the Assessments associated with the PID Bonds.

Appendix G-2
Proposed Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (50 Ft)**
Assessment	**$55,828**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/2026	$0	$2,282	$0	$0	$0	$0	($2,282)	$0
9/30/2027	$479	$2,482	$230	$1,169	$246	$191	$0	$4,799
9/30/2028	$509	$2,451	$242	$1,154	$251	$189	$0	$4,796
9/30/2029	$543	$2,418	$257	$1,138	$256	$186	$0	$4,799
9/30/2030	$577	$2,383	$272	$1,121	$261	$183	$0	$4,798
9/30/2031	$611	$2,345	$291	$1,103	$267	$180	$0	$4,797
9/30/2032	$649	$2,305	$306	$1,084	$272	$177	$0	$4,793
9/30/2033	$691	$2,263	$325	$1,064	$278	$174	$0	$4,794
9/30/2034	$736	$2,218	$347	$1,042	$283	$171	$0	$4,797
9/30/2035	$781	$2,171	$370	$1,019	$289	$167	$0	$4,796
9/30/2036	$834	$2,120	$392	$995	$294	$163	$0	$4,798
9/30/2037	$887	$2,066	$415	$969	$300	$159	$0	$4,795
9/30/2038	$943	$2,008	$442	$941	$306	$154	$0	$4,795
9/30/2039	$1,004	$1,947	$468	$912	$313	$150	$0	$4,792
9/30/2040	$1,072	$1,881	$498	$881	$319	$145	$0	$4,795
9/30/2041	$1,140	$1,812	$532	$848	$325	$139	$0	$4,796
9/30/2042	$1,215	$1,738	$566	$812	$332	$134	$0	$4,796
9/30/2043	$1,294	$1,659	$600	$775	$338	$128	$0	$4,794
9/30/2044	$1,381	$1,574	$642	$735	$345	$121	$0	$4,798
9/30/2045	$1,472	$1,485	$679	$693	$352	$114	$0	$4,794
9/30/2046	$1,570	$1,389	$725	$648	$359	$107	$0	$4,797
9/30/2047	$1,675	$1,287	$770	$600	$366	$99	$0	$4,797
9/30/2048	$1,785	$1,178	$823	$549	$373	$91	$0	$4,798
9/30/2049	$1,906	$1,062	$875	$494	$381	$82	$0	$4,800
9/30/2050	$2,030	$938	$932	$436	$389	$72	$0	$4,797
9/30/2051	$2,170	$806	$992	$374	$396	$62	$0	$4,801
9/30/2052	$2,313	$665	$1,057	$308	$404	$51	$0	$4,799
9/30/2053	$2,468	$515	$1,125	$238	$412	$40	$0	$4,798
9/30/2054	$2,638	$354	$1,196	$164	$421	$27	$0	$4,800
9/30/2055	$2,815	$183	$1,273	$84	$429	$14	$0	$4,799
Total	**$38,189**	**$49,985**	**$17,639**	**$22,349**	**$9,559**	**$3,669**	**($2,282)**	**$139,108**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds. Annual Installments can be prorated in the same manner as property taxes.
2- Represents the principal and interest on the PID Bonds. Interest is calculated assuming an estimated interest rate of 6.50%.
3- Represents the principal and interest on the PID Reimbursement Agreement. Interest is calculated assuming an interest rate of 6.77%.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
5- Additional Interest is only charged on the Assessments associated with the PID Bonds.

Appendix G-3
Proposed Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (25 Ft Lot)**
Assessment	**$35,730**
Equivalent Unit	**0.64**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/2026	$0	$1,461	$0	$0	$0	$0	($1,461)	$0
9/30/2027	$307	$1,589	$147	$748	$158	$122	$0	$3,071
9/30/2028	$326	$1,569	$155	$739	$161	$121	$0	$3,070
9/30/2029	$348	$1,548	$164	$728	$164	$119	$0	$3,071
9/30/2030	$370	$1,525	$174	$718	$167	$117	$0	$3,071
9/30/2031	$391	$1,501	$186	$706	$171	$115	$0	$3,070
9/30/2032	$415	$1,475	$196	$694	$174	$113	$0	$3,068
9/30/2033	$442	$1,448	$208	$681	$178	$111	$0	$3,068
9/30/2034	$471	$1,420	$222	$667	$181	$109	$0	$3,070
9/30/2035	$500	$1,389	$237	$652	$185	$107	$0	$3,070
9/30/2036	$534	$1,357	$251	$637	$188	$104	$0	$3,071
9/30/2037	$568	$1,322	$266	$620	$192	$102	$0	$3,069
9/30/2038	$604	$1,285	$283	$602	$196	$99	$0	$3,069
9/30/2039	$642	$1,246	$299	$584	$200	$96	$0	$3,067
9/30/2040	$686	$1,204	$319	$564	$204	$93	$0	$3,069
9/30/2041	$729	$1,159	$341	$543	$208	$89	$0	$3,069
9/30/2042	$778	$1,112	$362	$520	$212	$86	$0	$3,070
9/30/2043	$828	$1,062	$384	$496	$216	$82	$0	$3,068
9/30/2044	$884	$1,008	$411	$470	$221	$78	$0	$3,071
9/30/2045	$942	$950	$435	$443	$225	$73	$0	$3,068
9/30/2046	$1,005	$889	$464	$414	$230	$68	$0	$3,070
9/30/2047	$1,072	$824	$493	$384	$234	$63	$0	$3,070
9/30/2048	$1,142	$754	$526	$351	$239	$58	$0	$3,071
9/30/2049	$1,220	$680	$560	$316	$244	$52	$0	$3,072
9/30/2050	$1,299	$600	$597	$279	$249	$46	$0	$3,070
9/30/2051	$1,389	$516	$635	$239	$254	$40	$0	$3,073
9/30/2052	$1,480	$426	$676	$197	$259	$33	$0	$3,071
9/30/2053	$1,579	$330	$720	$152	$264	$25	$0	$3,070
9/30/2054	$1,688	$227	$766	$105	$269	$17	$0	$3,072
9/30/2055	$1,802	$117	$815	$54	$275	$9	$0	$3,071
Total	**$24,441**	**$31,991**	**$11,289**	**$14,303**	**$6,118**	**$2,348**	**($1,461)**	**$89,029**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds. Annual Installments can be prorated in the same manner as property taxes.
2- Represents the principal and interest on the PID Bonds. Interest is calculated assuming an estimated interest rate of 6.50%.
3- Represents the principal and interest on the PID Reimbursement Agreement. Interest is calculated assuming an interest rate of 6.63%.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
5- Additional Interest is only charged on the Assessments associated with the PID Bonds.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on October 14, 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 the Legacy Celina 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 the District (the "Authorized Improvements") include (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District.

The total costs of the Authorized Improvements, including administrative costs and the costs of issuing bonds, is approximately $15,894,591.

The boundaries of the District include approximately 64.866 acres of land generally located approximately 0.3 miles west of the intersection of County Road 58 and County Road 59, 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 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within the District that benefits from the Authorized Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution appointing members to fill terms on the City's boards, commissions, committees, and corporations. (Owens)

Background Information:
The City recently completed its annual appointment process to fill vacancies across its Boards, Commissions, Committees, and Corporations. The application period was open from June 1 to July 11, 2025, during which 53 applications were received from residents interested in serving the community. A total of 25 open seats were available.

An initial review of all applications was conducted on July 21, 2025, by a subcommittee consisting of Councilmembers Place 1, Place 3, and Place 5. The subcommittee evaluated applicants based on their qualifications, experience, and suitability for the roles, and recommended a shortlist of candidates for interviews.

Interviews were held on Saturday, August 2, 2025, and Saturday, August 16, 2025, conducted by the Mayor and City Council. These interviews provided an opportunity to further assess each candidate’s interest, commitment, and potential contributions.

Following the interviews, the Council deliberated and recommended appointing individuals to fill the 25 open seats, ensuring the City’s boards, commissions, and committees are well-equipped to support the Council with informed input and recommendations on key issues.

In order to assign term lengths for applicants recommended for appointment to the Board of Adjustment (BOA), staff conducted a random selection process. The process ensured transparency and fairness in assigning the seats. The results of the random selection process are reflected in the Resolution.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Exhibit - Appointment List

Financial Consideration:
There are no financial considerations at this time.

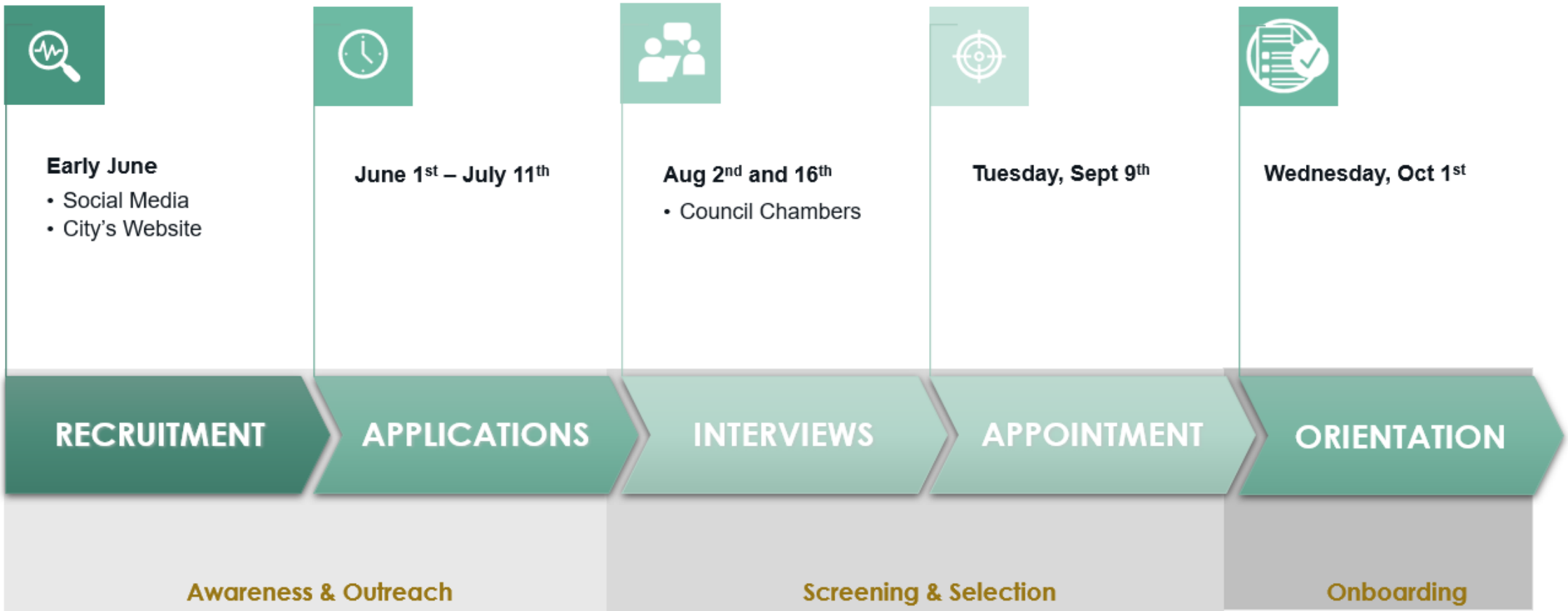
Staff Recommendation:
Staff recommends approval.

BOARDS AND COMMISSIONS ANNUAL APPOINTMENTS

September 9, 2025



2025 Appointment Timeline



ARTS & CULTURE BOARD

APPOINTED:	TERM	EXPIRATION
KIM BENTON	FULL TERM (3 YEARS)	Sep-2028
VICTORIA LOVINGGOOD	FULL TERM (3 YEARS)	Sep-2028

BOARD OF ADJUSTMENT

APPOINTED:	TERM	EXPIRATION
JESSICA BUNN	PARTIAL TERM (1 YEAR)*	Sep-2026
JORGE ALMENDARES	FULL TERM (3 YEARS)	Sep-2028
ROSALIND BOOKER	FULL TERM (3 YEARS)	Sep-2028
HENRY OGWUEGBU (ALTERNATE)	FULL TERM (3 YEARS)	Sep-2028
CARLOS FRANCISCO (ALTERNATE)	PARTIAL TERM (1 YEAR)*	Sep-2026

** Appointment to an unexpired term.*

COMMUNITY DEVELOPMENT CORPORATION/ PARKS & RECREATION BOARD

APPOINTED:	TERM	EXPIRATION
SCOTT SNELLINGS	FULL TERM (3 YEARS)	Sep-2028
REBECCA BARTON	FULL TERM (3 YEARS)	Sep-2028

DOWNTOWN COMMISSION

APPOINTED:	TERM	EXPIRATION
BARBARA IRELAND	PARTIAL TERM (2 YEARS)*	Sep-2027
JACK OUSLEY	FULL TERM (3 YEARS)	Sep-2028
RACHEL BATY	FULL TERM (3 YEARS)	Sep-2028

** Appointment to an unexpired term.*

ECONOMIC DEVELOPMENT CORPORATION

APPOINTED:	TERM	EXPIRATION
CINDY PETERS	FULL TERM (3 YEARS)	Sep-2028
ROCKY HUSSMAN	FULL TERM (3 YEARS)	Sep-2028
SHANE LAMBERT	FULL TERM (3 YEARS)	Sep-2028

KEEP CELINA BEAUTIFUL

APPOINTED:	TERM	EXPIRATION
ALLISON VOLPE	FULL TERM (3 YEARS)	Sep-2028
BETH LISZEWSKI	FULL TERM (3 YEARS)	Sep-2028
LORRIE CIPRIANO-WALLACE	PARTIAL TERM (1 YEAR)*	Sep-2026
ANDREW CROWSON	PARTIAL TERM (1 YEAR)*	Sep-2026

** Appointment to an unexpired term.*

LIBRARY BOARD

APPOINTED:	TERM	EXPIRATION
AARON ZAPATA	FULL TERM (3 YEARS)	Sep-2028
SHIRLEY DIETZ	FULL TERM (3 YEARS)	Sep-2028
ALBERT AGUILERA	FULL TERM (3 YEARS)	Sep-2028

PLANNING & ZONING COMMISSION

APPOINTED:	TERM	EXPIRATION
ALAN UPCHURCH	FULL TERM (3 YEARS)	Sep-2028
BRYAN POCHÉ	FULL TERM (3 YEARS)	Sep-2028

SPECIAL EVENTS ADVISORY COMMITTEE

APPOINTED:	TERM	EXPIRATION
AMANDA BOWMER	FULL TERM (3 YEARS)	Sep-2028
REBECCA LASSERE	FULL TERM (3 YEARS)	Sep-2028
LISA WHITESIDE-MORALES	FULL TERM (3 YEARS)	Sep-2028
DAVID HOGUE	FULL TERM (3 YEARS)	Sep-2028

QUESTIONS?

RESOLUTION NO. 2025- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING MEMBERS TO FILL TERMS ON THE CITY'S BOARDS, COMMISSIONS, COMMITTEES AND CORPORATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina recognizes the vital role that boards and commissions play in advising and supporting the work of city government; and

WHEREAS, The City relies on the service of its residents who volunteer their time and expertise to serve on the City's boards, commissions, committees, and corporations; and

WHEREAS, there are vacancies on various boards and commissions due to expiring terms and resignations, creating the need for reappointments or new appointments; and

WHEREAS, the City Council has reviewed the qualifications of applicants and determined that the individuals listed in Exhibit A meet all eligibility requirements and are well-qualified to serve and contribute meaningfully to the work of their respective boards and commissions; and

WHEREAS, the Home Rule Charter was amended in May of 2025 to implement term limits for boards and commissions; and

WHEREAS, terms of service on boards of commissions that began prior to May of 2025 do not count towards the term limit calculation; and

WHEREAS, the term limit calculation for boards and commissions begins with full-term appointments commencing on October 1, 2025; and

WHEREAS, an appointment to an unexpired term on a board or commission does not count toward the term limit calculation; and

WHEREAS, the City Council wishes to formally recognize and appoint the individuals listed in Exhibit A to new terms of service or to complete partial terms of service.

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

SECTION 1. The individuals named in **Exhibit A** are hereby appointed, effective on October 1, 2025, to the respective boards, commissions, committees and corporations of the City of Celina for the terms specified therein.

SECTION 2. Individuals receiving full terms shall begin their term limit calculations as of this appointment year, in accordance with the Home Rule Charter.

SECTION 3. The City Secretary is hereby directed to notify the individuals appointed herein and maintain a record of said appointments.

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. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of September 2025.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

Exhibit A

2025 Boards and Commissions Appointments

Name	Term Length	Expiration
Arts & Culture Board		
Kim Benton	Full Term (3 years)	September 2028
Victoria Lovinggood	Full Term (3 years)	September 2028
Board of Adjustment		
Jessica Bunn	Partial Term (1 year)	September 2026
Rosalind Booker	Full Term (3 years)	September 2028
Jorge Almendares	Full Term (3 years)	September 2028
Henry Ogwuegbu (alternate)	Full Term (3 years)	September 2028
Carlos Francisco (alternate)	Partial Term (1 year)	September 2026
Community Development Corporation/Parks & Recreation Board		
Scott Snellings	Full Term (3 years)	September 2028
Rebecca Barton	Full Term (3 years)	September 2028
Downtown Commission		
Jack Ousley	Full Term (3 years)	September 2028
Rachel Baty	Full Term (3 years)	September 2028
Barbara Ireland	Partial Term (2 years)	September 2027
Economic Development Corporation		
Cindy Peters	Full Term (3 years)	September 2028
Rocky Hussman	Full Term (3 years)	September 2028
Shane Lambert	Full Term (3 years)	September 2028
Keep Celina Beautiful		
Allison Volpe	Full Term (3 years)	September 2028
Beth Liszewski	Full Term (3 years)	September 2028
Lorrie Cipriano-Wallce	Partial Term (1 year)	September 2026
Andrew Crowson	Partial Term (1 year)	September 2026
Library Board		
Aaron Zapata	Full Term (3 years)	September 2028
Shirley Dietz	Full Term (3 years)	September 2028
Albert Aguilera	Full Term (3 years)	September 2028
Planning & Zoning Commission		
Alan Upchurch	Full Term (3 years)	September 2028
Bryan Poché	Full Term (3 years)	September 2028
Special Events Advisory Committee		
Amanda Bowmer	Full Term (3 years)	September 2028
Rebecca Lassere	Full Term (3 years)	September 2028
Lisa Whiteside-Morales	Full Term (3 years)	September 2028
David Hogue	Full Term (3 years)	September 2028

Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Executive Director of Economic Development, Ashley Owens, City Secretary
CC: Robert Ranc, City Manager
Date: September 9, 2025

Agenda Item:
Consider and act upon a Resolution to assign Economic Development Corporation (EDC) Board of Directors Terms. (Owens)

Background Information:
In May 2025, the City's Home Rule Charter was amended through a Charter Amendment election to standardize and adjust the terms of all Boards and Commissions members, including the Economic Development Corporation (EDC) members. The amendment included term limits for Boards and Commissions members. Board members shall not serve on the same board, commission or committee for more than three (3) appointed three (3) year terms, unless otherwise required by law. An appointment to fulfill an unexpired term on a board, commission or committee shall not count as an appointed term.

As a result of the approved amendment, the updated EDC Bylaws were approved at the August 12, 2025, meeting by City Council to align with the Charter. Moving forward, all EDC Board members will now serve three-year terms.

To implement this new structure while maintaining continuity, the following staggered term system has been established:

1. Current Board Composition:

   - The EDC Board consists of seven (7) members.
   - Three (3) members have terms set to expire in 2025.
   - Four (4) members have terms currently set to expire in 2026.

2. Adjustment of Terms:

- The three (3) members whose terms expire in 2025 will be reappointed with three-year terms. Their new terms will extend to 2028, marking Term One under the new three-year cycle.
- To stagger the remaining terms:
    - The four (4) board members currently set to expire in 2026 were entered into a random selection process.

Through this random selection process:

- Two (2) members, Clint Bissett and Cody Hunter, will retain their 2026 expiration date.
- Two (2) members, Andrew Donaldson and Ryan Wilcox will have their terms adjusted to expire in 2027.

3. Resulting Staggered Terms:

- Three (3) members expiring in 2028
- Two (2) members expiring in 2026
- Two (2) members expiring in 2027

The current terms for the four (4) members whose terms are expiring in 2026 and 2027 will not count against the three-year term limit. If those members are reappointed in 2026 or 2027, the terms to which they are reappointed in 2026 or 2027 will be the first term that counts against the three-year term limit.

This structure ensures that approximately one-third of the board will be up for appointment or reappointment each year, aligning with the newly adopted three-year term lengths and providing greater consistency and institutional memory for the board's operations.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
There are no financial considerations at this time.

Staff Recommendation:
Staff recommends approval.

EDC STAGGERED TERMS

September 9, 2025



BACKGROUND:

As a result of the recent Charter Amendment election, City Council approved the Economic Development Corporation's (EDC) updated bylaws to align with the Charter.

The new structure, which applies to all Boards and Commissions, board members shall not serve on the same board, commission or committee for more than three (3) appointed three (3) year terms.

To implement this new structure while maintaining continuity, the following staggered term system has been established:

Current Board Composition:

- The EDC Board consists of seven (7) members.
- Three (3) members have terms set to expire in 2025.
- Four (4) members have terms currently set to expire in 2026.

ADJUSTMENT OF TERMS

The three (3) members whose terms expire in 2025 will be reappointed with three-year terms.

Their new terms will extend to 2028, marking Term One under the new three-year cycle.

APPOINTED:	TERM	EXPIRATION
CINDY PETERS	FULL TERM (3 YEARS)	Sep-2028
ROCKY HUSSMAN	FULL TERM (3 YEARS)	Sep-2028
SHANE LAMBERT	FULL TERM (3 YEARS)	Sep-2028

To stagger the remaining terms, the four (4) board members currently set to expire in 2026 were entered into a random selection process.

Result of the random selection process:

- Two (2) members, Clint Bissett and Cody Hunter, will retain their 2026 expiration date.
- Two (2) members, Andrew Donaldson and Ryan Wilcox will have their terms adjusted to expire in 2027.

FUTURE STATE OF EDC TERMS

This Resolution and structure ensures that approximately one-third of the board will be up for appointment or reappointment each year, aligning with the newly adopted three-year term lengths and providing greater consistency and institutional memory for the board's operations.

QUESTIONS?

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RATIFYING AND AFFIRMING THE IMPLEMENTATION OF STAGGERED TERMS FOR THE MEMBERS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION (EDC); CONFIRMING THE TERM STRUCTURE FOR THE BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Celina Economic Development Corporation (EDC) is composed of seven (7) members appointed by the City Council of the City of Celina, Texas; and

WHEREAS, the intended structure of the EDC Board includes staggered terms to ensure continuity, governance stability, and institutional knowledge; and

WHEREAS, in September of 2025, three (3) appointments were made to the EDC Board of Directors: Cindy Peters, Rocky Hussman, and Shane Lambert, each of whom shall serve full three-year terms expiring in 2028, thereby commencing their term limits under the provisions of the updated Home Rule Charter, EDC Bylaws, and Boards and Commissions Policy; and

WHEREAS, the remaining four (4) EDC members previously had terms set to expire in 2026; and

WHEREAS, in order to achieve the staggering of board terms, the City conducted a random selection process among those four members to select two members whose terms would be extended to expire in 2027; and

WHEREAS, the random selection process resulted in **Ryan Wilcox** and **Andrew Donaldson** being assigned expiration dates of 2027, while **Clint Bissett** and **Cody Hunter** retained their original expiration dates of 2026; and

WHEREAS, the City Council now desires to ratify and affirm the term adjustments and appointments for the EDC Board to ensure compliance with the Home Rule Charter and proper board governance;

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

SECTION 1. RATIFICATION The City Council hereby ratifies, confirms, and approves the implementation of the staggered term expirations for the Celina Economic Development Corporation Board of Directors.

SECTION 2. TERM STRUCTURE CONFIRMED The City Council confirms the current EDC Board of Directors term structure as follows:

- **Clint Bissett** – Term expiring 2026
- **Cody Hunter** – Term expiring 2026
- **Ryan Wilcox** – Term expiring 2027
- **Andrew Donaldson** – Term expiring 2027
- **Cindy Peters** – Term expiring 2028
- **Rocky Hussman** – Term expiring 2028
- **Shane Lambert** – Term expiring 2028

SECTION 3. RECORD OF ACTION A record of the random selection process, appointments, and adjusted term expirations shall be maintained in the official records of the City Secretary.

SECTION 4. EFFECTIVE DATE 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 9th day of September 2025.

CITY OF CELINA TEXAS

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary