Life Connected.

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

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be convened into Closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein. **(Closed to public as provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Entitlement Community - HUD.
B. Discussion regarding an amendment to the Preston 450 Development Agreement.
C. Discussion regarding Ting An; Haoran An v. City of Celina - Cause No. 04-SC-25.

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

D. Discussion regarding Project Buckeye.
E. Discussion regarding Project Jasper.
F. Discussion regarding Downtown economic development projects.
G. Discussion regarding an amendment to an Economic Development and Performance Agreement with BARM Group, Inc. (Stella's Ice Cream).

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

H. Discussion regarding 312 E Ash Street.
I. Discussion regarding a 7th Amendment for the Uptown Development Agreement.
J. Discussion regarding compensation of material within Public ROW.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.0761 Critical Infrastructure Facility:

K. Discussion regarding cybersecurity.

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. Fire Prevention Month Proclamation. (White)
B. National Planning Month Proclamation. (Kleineck)
C. Arbor Day Proclamation. (Kleineck)
D. Recognition of Youth Council Members. (Kearney)
E. Recognition of Jesse Sachs. (Kearney)

V. **WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:**

A. Discussion regarding Celina's 150th Celebration. (Monaco)
B. Discussion regarding Master Fee Chart. (Owens)
C. Discussion regarding the results of the Celina Economic Development Corporation's marketing and branding study. (Satarino)
D. Discussion regarding the master planning of Celina Economic Development Corporation's owned property. (Satarino)
E. Discussion regarding the construction progress of Sunset Boulevard Asphalt Improvements. (Glasgow)
F. Discussion regarding future debt issuance. (Stovall)

VI. **OPEN FORUM:**

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

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

VII. **CONSENT AGENDA:**

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

A. Minutes Approval:
   1) City Council - Regular Meeting - September 9, 2025, 5:00 p.m.
B. Consider and act to purchase fiber optic cable for Phase 4 of the fiber project from Anixter Inc. through a cooperative contract with Omnia Partners for an amount not to exceed $250,700.00. (Alexander)
C. Consider and act to purchase Construction Services for the Public Works Remodel from Nouveau Construction through a cooperative contract for $244,510.75 with a 10% contingency of $24,451.08 for a not to exceed amount of $268,961.83. (Brawner)
D. 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)
E. Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the budget for fiscal year beginning October 1, 2025, and ending September 30, 2026,

and make appropriations for each department, project, and account, by adopting an amended 2025-2026 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

F. Consider and act to purchase two (2) outfitted patrol vehicles, one (1) detective vehicle, and one (1) administrative services vehicle for the Police Department from multiple vendors through several cooperative contracts for an amount not to exceed $331,634.54. (Cullison)

G. Consider and act to authorize a Change Order with GRod Construction LLC, for additional road repairs in the 2025 Annual Street Maintenance project, in an amount not to exceed $235,302.32. (Figueroa)

H. Consider and act to authorize the purchase of Bandit Intimidator 21XP Model 21XP wood chipper MBudget ID #1098 for the Public Works Department from Brabandt Equipment, Corp, through a cooperative contract with Sourcewell Contract #010925-BAN in an amount not to exceed $269,851.60. (Figueroa)

I. Consider and act to authorize the purchase of 13 new vehicles for the Public Works, Development Services, and Engineering Departments from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $905,165.00. (Figueroa)

J. Consider and act to authorize the purchase of Caterpillar Model CW16 Pneumatic Tire Roller MBudget ID #1097 for the Public Works Department from Holt Cat through a cooperative contract with Sourcewell Contract #011723 in an amount not to exceed $124,010.00. (Figueroa)

K. Consider and act to authorize the purchase of two (2) new pieces of equipment MBudget ID's #1107 and #1108 for the Parks and Recreation Department from Professional Turf Products L.P., through a cooperative contract with BuyBoard Contract #706-23 for an amount not to exceed $54,256.44. (Figueroa)

L. Consider and act to award RFP 2025-055 to Alturex for Generator Preventive Maintenance and Service in an initial term amount of $93,718.80 for a contract term of one (1) year, with two (2) renewal options in an amount not to exceed $238,528.40 at the unit prices listed and generator repairs or service not specifically mentioned in the bid will be performed at $125 an hour for regular hours, $187.50 for overtime, with a 15% markup on parts and not to exceed the annual budgeted amount. (Figueroa)

M. Consider and act to authorize the purchase of Elgin Regen-X Regenerative Air Street Sweeper MBudget ID #978 for the Public Works Department from Kinloch Equipment & Supply, Inc., through a cooperative contract with Sourcewell Contract #093021-ELG in an amount not to exceed $386,660.00. (Figueroa)

N. Consider and act to authorize the purchase of 2027 Western Star 47X GapVax MBudget ID #976 for the Public Works Department from Lonestar Freightliner Group LLC; DBA Lonestar Truck Group through a cooperative contract with The Interlocal Purchasing System (TIPS) Contract #221001 in an amount not to exceed $734,426.00. (Figueroa)

O. Consider and act to authorize the purchase of three (3) new pieces of equipment MBudget ID's #1105, #1106, and #1109 for the Parks and Recreation Department from Zimmerer Kubota & Equipment Inc., through a cooperative contract with BuyBoard and Sourcewell for an amount not to exceed $169,336.65. (Figueroa)

P. Consider and act upon an Ordinance authorizing the partial 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 authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $140,000.00. (Glasgow)

R. Consider and act upon a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of County Road 53 across the BNSF right-of-way. (Glasgow)

S. Consider and act upon a Resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied. (Kearney)

T. Consider and act upon a Resolution consenting to the annexation of approximately 41 acres of land into the Uptown Municipal Utility District No. 1 of Collin County; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. (Glen at Uptown – MUD Annexation) (Mohan)

U. Consider and act upon a Resolution consenting to the annexation of approximately 54 acres of land into the Serenade Municipal Utility District, generally located at the northeast corner of future Custer Road and future Stallcup Boulevard. (Huffines (Serenade) Expansion – MUD Annexation) (Mohan)

V. Consider and act to accept the resignation of Aaron Zapata and declare a vacancy on the Library Board. (Owens)

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

X. Consider and act to authorize the purchase of annual Integrated Pest Management services from TruGreen Commercial through a cooperative contract with BuyBoard for an amount not to exceed $90,755.00. (Walsh)

Y. Consider and act to authorize the purchase of youth athletic league program uniforms from Sport, Inc. (Team Sport and Performance), through a cooperative contract with Omnia Partners for an amount not to exceed $130,275.00. (Walsh)

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

AA. Consider and act upon an Amendment to an Economic Development and Performance Agreement with BARM Group, Inc. (Stella's Ice Cream) (Satarino)

BB. Consider and act to authorize a second amended and restated employment agreement with the city manager.

CC. Consider and act to authorize a severance agreement with the city manager.

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 417 acres; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Wildhorse (Hubbard Tract) – 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 417 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Horizontal Multi-Family District (MF-0), Multi-Family Urban Edge District (MF-2), Multi-Family Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), Commercial, Office, & Retail District (C), and Preston Road Overlay District (PRO) base zoning, and modified development

standards; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive. (Wildhorse (Hubbard Tract) – PD Zoning) (Mohan)

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part One: Architectural Design Standards. (Text Amendment) (McAfee)

D. Conduct a Public Hearing to consider public comment regarding the creation of the Creekbend Public Improvement District and act upon a Resolution creating the Creekbend Public Improvement District. (Bromiley)

E. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a final Legacy Celina Public Improvement District of Celina, Texas, Service and Assessment Plan, including the assessment roll; making a finding of special benefit to property within the Legacy Celina Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property within the District, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

F. Conduct a Public Hearing, discuss and take action on an Ordinance expanding the boundary of Tax Increment Reinvestment Zone No. 15 and amending the Project and Finance Plans to add additional projects and estimated costs for the expanded territory. (Stovall)

G. Consider, discuss and take action on a First Amendment to the Tax Increment Reinvestment Zone Agreement with HC Celina 414, LLC, and Serenade East, LLC, to allow for reimbursements for certain project costs as set forth in the Project and Finance Plans. (Stovall)

IX. ACTION ITEM:

A. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

B. Consider and act to approve a guaranteed maximum price for the construction of Fire Station #4 to Crossland Construction for an amount not to exceed $11,416,300. (Brawner)

C. Consider and act to authorize the purchase of Sensus water meters, accessories and fees from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,652,983.65. (Figueroa)

X. ADJOURNMENT:

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

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

Notice was posted on the following date and time: _____ at ____:_____ and remained so posted continuously for at least three (3) business day prior to the scheduled time of said meeting."

_____
Ashley Owens, City Secretary

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 impact of the adopted budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the adopted tax rate.

Median Taxable Homestead Value

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

FY2025-2026 Tax Rates

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

Estimated Annual Tax Bill Comparison

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

Calculations

➢ Prior 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**
➢ Adopted Tax Rate Bill	($572,562 ÷ 100) x $0.576401 = **$3,300.25**

Summary

The City of Celina's adopted tax rate is $0.576401 per $100 valuation, the average homestead owner pays approximately $124.56 more annually compared to the previous year.

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Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:

Discussion regarding Celina's 150th Celebration. (Monaco)

Background Information:

In 2026, the City of Celina will celebrate its 150th anniversary. Founded in 1876, Celina has evolved from a small agricultural community into one of the fastest-growing cities in North Texas, all while maintaining its strong sense of tradition, family, and community pride. This milestone provides a once-in-a-generation opportunity to honor Celina's past, celebrate its present, and inspire its future.

The Celina 150 Celebration will be a year-long initiative, incorporating events, programs, and partnerships that highlight the city's rich history and bring the community together. The goal is to celebrate our heritage in authentic and engaging ways while fostering community pride and unity.

To achieve this, the City has identified a series of initiatives and partnerships that will be woven throughout 2026:

Marketing & Branding Initiatives

- Development of a Celina150 logo and visual identity, commemorative signage in Downtown, branded apparel and merchandise, a dedicated Celina150 website and historical walking tour map, media kits for partners and press, a digital media campaign highlighting Celina's history, a bi-weekly historical video series, commemorative artwork, and a legacy family documentation project. Existing special events will integrate the Celina150 brand, with Splash & Blast serving as the community-wide celebration, featuring a combined recognition of Celina's 150th anniversary and the nation's 250th birthday, highlighted by a special drone and fireworks show.

Community Programs

- **Ousley Park Brick Engraving Program**: In partnership with Crossland Construction, the City will launch a year-long brick engraving initiative at Ousley Park, located adjacent to the Parks Administration Building. The program will include a time capsule area, designed with Celina ISD, to be opened in 2076.

- **Story Book Trail Program**: Local students will write stories centered on Celina's history, figures, and events. Selected stories, with assistance from the Library Board, will be "published" and featured along the Story Book Trail, with a new story each month.

- **City & ISD Partnerships**: Collaboration with Celina ISD will include a district-wide Arts & Photography Contest, a digital media project showcasing images from past yearbooks, an "Acts of Kindness" month initiative, a Legacy Tree Planting Program to honor staff serving 25+ years, special Celina150 helmet stickers for athletics, and commemorative pins for graduating seniors.

Special Event Enhancements

- Celina150 elements will be incorporated into all City events throughout the year. Heritage-themed programming will be emphasized at Friday Night Markets with the inclusion of "Saturday on the Square" drawings. The City's largest celebration, Splash & Blast, will serve as the centerpiece event, combining national and local milestones with a signature drone and firework show.

These efforts are being coordinated in partnership with Parks & Recreation, the Library, Downtown, Boards & Commissions, Celina ISD, the Chamber of Commerce, and the Museum to ensure citywide engagement. The Celina150 Celebration represents a thoughtful investment in honoring our past, engaging our community in the present, and laying a foundation of pride and connection for future generations.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

City of Celina
150th Anniversary

Joe Monaco
Director of Marketing & Communications
October 14, 2025

BACKGROUND

- **Historic Milestone**: Celina was founded in 1876 and will celebrate its 150th anniversary in 2026.
- **Growth & Identity**: The City has grown from a small farming community into one of the fastest-growing cities in the country, while maintaining strong values of tradition, family, and community.
- **Yearlong Celebration**: The Sesquicentennial will be marked with a full year of activities, events, and community programs - not just a single event.
- **Purpose**: To honor Celina's history and heritage while fostering unity and pride across the entire community.
- **Community Engagement**: Events and initiatives will highlight Celina's agricultural roots, cultural traditions, and bright future.
- **Generational Impact**: This milestone is a once-in-a-generation opportunity to reflect on 150 years of history while setting the foundation for the next 150 years.

GOALS FOR 150TH CELEBRATION

- **Celebrate Our Heritage**: Honor Celina's history in authentic and engaging ways.
- **Unite the Community**: Create opportunities for residents, businesses, and visitors to come together.
- **Showcase Growth & Vision**: Highlight Celina's progress and future while honoring agricultural and cultural roots.
- **Family-Friendly Experiences**: Offer events and programs that are fun, inclusive, and accessible for all ages.
- **Build Lasting Civic Pride**: Strengthen community spirit and identity for the next 150 years.

GOALS FOR WORK SESSION

- Present the proposed plans for the City's 150th Anniversary celebration.
- Gather feedback, input, and direction from City Council on the overall vision, scope, and proposed activities.

PROPOSED CELINA 150TH LOGOS

PROPOSED CELINA 150TH LOGOS

PROPOSED CELINA 150TH LOGOS

MARKETING & COMMUNITY ENGAGEMENT

- **Celina150 Logo & Visual Identity**: Develop a distinctive brand to unify all marketing, communications, and event materials.
- **Commemorative Signage for Downtown**: Install signs highlighting Celina's 150th history and celebration throughout the Downtown area.
- **Commemorative Marketing Apparel & Items**: Produce branded merchandise to engage residents and promote community pride.
- **Dedicated Celina150 Website**: Launch a hub for celebration information, including event schedules, history highlights, and resources.
- **Historical Walking Tour Map**: Provide residents and visitors a self-guided exploration of Celina's heritage landmarks.

MARKETING & COMMUNITY ENGAGEMENT

- **Media Kit Creation**: Develop resources for local businesses, press, and partners to share and promote Celina150 initiatives.
- **Integration into Current Special Events Calendar**: Incorporate Celina150 branding and activities into existing events, including Splash & Blast as a community-wide celebration.
- **Digital Media Campaign**: Highlight historical events, notable individuals, and important stories from Celina's history across digital channels (i.e. 150-for-150).
- **Bi-Weekly Video Series**: Share engaging videos that explore Celina's history and community milestones.
- **Partnership Collaborations**: Work with Parks & Recreation, Library, Downtown, Celina EDC, Boards & Commissions, Celina ISD, Chamber of Commerce, and the Museum to create unified programming.

IDEAS IN DEVELOPMENT

DOWNTOWN ENHANCEMENTS

- Seasonal downtown pole banners celebrating Celina 150
- Story panel banners on the Meyer Food Building highlighting Celina's history
- Custom Downtown Square street sign blades featuring the Celina 150 logo
- Downtown kiosk stories showcasing milestones and community heritage
- Dedicated Celina 150-themed mural or painting on the Downtown Center
- Decorating the EDC Building Atrium with a 150th Anniversary display

MERCHANDISE & COLLECTIBLES

- Commemorative challenge coins
- 2026 wall calendars featuring historical photos
- Trading cards highlighting community figures or landmarks
- Tote bags, pins, buttons, and office accessories
- Custom Downtown LEGO Set showcasing the former and current square

EVENTS & ENGAGEMENT

- Celina 150 Race and/or Virtual Race Element
- "Life Connected. Service Day" focused on cleaning up historical sites
- Collaboration with the Library Summer Reading Program on a Celina history theme
- Major event drives: collect 150 or 1,500 items/pounds of food, water, or supplies for donation
- Partnership with the EDC on a Celina150 Passport Program highlighting local businesses and landmarks

IDEAS IN DEVELOPMENT

ARTISTIC & LEGACY PROJECTS

- Commissioned artwork for display and reproduction prints
- “Then & Now” coffee table book capturing Celina’s growth and stories

OCP ENHANCEMENTS

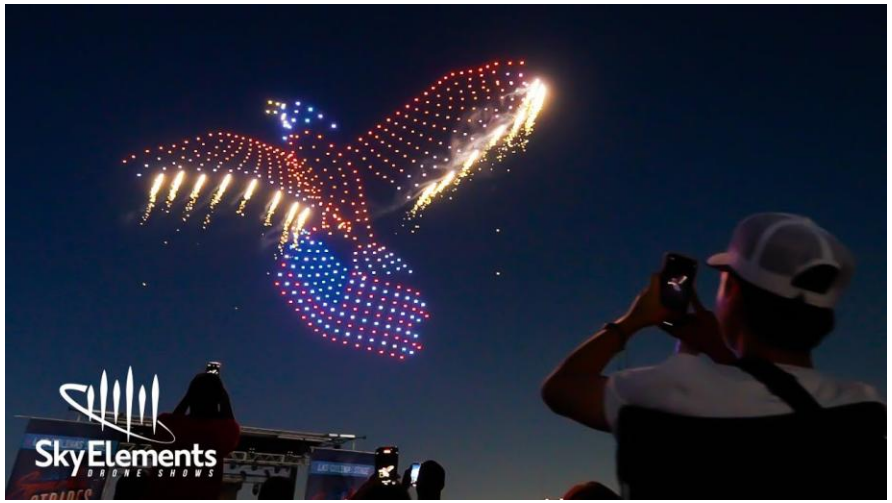
- Light pole banners with vintage athletic photos
- Fence windscreen featuring the Celina 150 logo

COMMUNITY PARTICIPATION

- “150 Ways to Celebrate Celina 150” - yearlong campaign encouraging residents, businesses, and organizations to join in unique ways

CELINA 150 EVENTS

- **Heritage Integration**: Incorporate Celina150 themes and heritage elements into all City events throughout the year.
- **Splash & Blast Celebration**: Combine Celina's 150th anniversary with the nation's 250th birthday, serving as the community's signature heritage celebration.
- **Special Drone Show**: Enhance the traditional fireworks display at Splash & Blast with a commemorative drone show.
- **Friday Night Markets**: Incorporate Saturday on the Square historical drawings into monthly Friday Night Markets to highlight Celina's past.



OUSLEY PARK BRICK ENGRAVING PROGRAM

- Partner with Crossland Construction to implement the Brick Engraving Program.
- Program will be located at Ousley Park in between the Parks Administration Building and Deconstructed Pavilion
- Structured as a year-long program with a defined cut-off date for the first phase.

POTENTIAL IDEAS

- Partner with local students in creating a Celina 150th Time Capsule to be buried at Ousley Park.
- Have students write letters to their future selves or the future community to be included in the capsule.
- Include contributions from each school campus to reflect the City's growth and character.
- Seal the time capsule with a marker or plaque noting its burial date (2026) and opening date (2076) for Celina's bicentennial.

OLD CELINA PARK STORYBOOK TRAIL

- **Student-Created Stories**: Local students will write original stories highlighting Celina's history, historical figures, and significant events.
- **City Publishing**: The City will "publish" these stories and bring them to life through the Story Book Trail.
- **Library Board Collaboration**: The Library Board will assist in reviewing and selecting the featured stories.
- **Monthly Rotations**: A new story will be showcased each month along the Story Book Trail, creating ongoing engagement and excitement.
- **Educational & Community Value**: Program blends literacy, local history, and community pride while celebrating student creativity.

SCHOOL DISTRICT PARTNERSHIP IDEAS

- **District-Wide Arts & Photography Contest**: Student submissions will focus on Celina150 themes; winners and entries will be displayed at Two29 on the Square during Celina Cajun Fest.

- **Digital Media Project**: Create a visual display of 150 to 1,500 images from past yearbooks to showcase Celina ISD's history.

- **Acts of Kindness Month (February)**: Partner with school district to launch a citywide kindness initiative, where students and classes complete acts of kindness.

POTENTIAL IDEAS

- **Athletics Department Collaboration**: Feature special Celina150 helmet stickers/patches across athletics programs.

- **Graduation Recognition**: Provide Celina150 pins for graduating seniors to wear at commencement.

QUESTIONS?

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: October 14, 2025

Agenda Item:
Discussion regarding Master Fee Chart. (Owens)

Background Information:
The City of Celina conducts an annual review of the Master Fee Chart to ensure that fees charged for services adequately recover the costs of providing those services and remain in compliance with local and state laws. The City last updated its Master Fee Chart on October 8, 2024. The proposed updates include minor adjustments to existing fees, the addition of new fees where needed, removal of outdated fees, and the incorporation of previously adopted fees by Ordinance.

As part of this year's update, the City is incorporating Ordinance No. 2022-01 — Mitigation Rates for Fire Services into the Master Fee Chart for consistency and ease of public reference. There are no changes to the fees within the Ordinance.

Please refer to the attached staff presentation and redline document for further details.

This agenda item is being provided to City Council during work session to provide transparency on the proposed fees. Staff anticipates bringing this document back with the Ordinance in November for approval. The majority of the fees will update upon the adoption of the Ordinance, where others have specific dates that are identified in the document.

Staff is requesting feedback from City Council regarding the proposed Master Fee Chart.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. Master Fee Chart - Red Line (Draft)

Financial Consideration:
N/A

Staff Recommendation:
Staff is requesting feedback at this time.

MASTER FEE CHART

ANNUAL REVIEW

City Council
October 14, 2025

BACKGROUND

The Master Fee Chart consolidates fees from many areas, including Building, Fire, Library, Parks, Utility Billing, Planning, and others.

The primary purpose of the review:

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Codify fees created by new ordinances or agreements
- Reflect changes in the market or State law
- Clarify internal policies and general clean up

FEE CATEGORIES NOT CHANGING

The following areas are proposing no changes:

- Right-of-Way Management fees
- EMS fees
- Tree Mitigation fees
- Utility Rates
- Drainage Utility fees
- Miscellaneous fees

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Residential Miscellaneous Permits (Minor Permits)		
Residential Home Back-up Power Systems (SB 1202)	N/A	$50 application + $100 permit
New Commercial & Multi-Family		
Fourth (or more) Plan Review Fee	$1,000 + $1,000 for each additional round	$1,500 (doubling each additional round)
Expired Permits/Refund	N/A	50% refund on permit fee if prior to work beginning
Re-inspection	N/A	$100 per failed inspection after 2nd failed inspection

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family		
Fourth (or more) Plan Review	$500 (escalates by $100 each time thereafter)	$500 (doubling each additional round)
Water Well Drilling	N/A	$200
Sign/Promotional Event Permits		
3rd (or more) Plan Review Fee	$25	$100 (doubling each additional round)
Engineering Fees		
Traffic Studies	N/A	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 acre

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Site Development Fees (Civil Permit)		
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)	$1,500 (doubling each additional round)
Civil Permit Fee – Schools	N/A	$9,656 (per connection)
Civil Permit Fee – Miscellaneous Cases	N/A	$0.79 (per sq ft impervious surface)
Fire Services Permit & Inspection Fees		
Emergency Responder Communication System Fire Pump Smoke Control System	1 – 150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each	$300 each
Special Events	N/A	$300
Code Modification Request	N/A	$300

DEVELOPMENT RELATED FEES

Name	Approved 2024 fee	Proposed 2025 fee
Planning Services		
Fourth (or more) Review Fee	$1,000 + $1,000 for each additional round	$1,000 (doubling each additional round)

FIRE DEPARTMENT FEES

Master Fee Chart - Page 11, is the incorporation of Ordinance No. 2022-01, Mitigation Rates. The fees are not changing.

Categories:

- Motor Vehicle Incidents
- Hazardous Materials (HAZMAT)
- Fire Investigation
- Fires
- Illegal Fires
- Water Incidents
- Back Country or Special Rescue
- Chief Response
- Miscellaneous / Additional Time On-Scene
- Gas Leaks (Natural)
- Fire Marshal Inspection and Permitting Fees

SERVICE AND GARBAGE FEES

Garbage Collection (Residential / Senior Citizen) + 8.25% Tax		
Effective	**11/18/2023**	**12/18/2025**
Trash	$17.74 / $16.76	$15.60 / $14.72
Recycling	$3.97 / $3.97	$3.88 / $3.88
Extra Cart	$10.75	$9.65
Garbage Collection (Mustang SUD Customers) + 8.25% Tax		
Trash	$17.74	$15.60
Recycling	$3.97	$3.88
Extra Cart	$10.75	$9.65

Following the recent Request for Proposal (RFP) for solid waste services, the City is transitioning to a new provider, CWD, which will result in reduced utility bill fees for residents. The residential customer fee for garbage collection will decrease from the current $21.71 to a proposed, $19.48, a reduction of 10% in their monthly bill. Similarly, senior citizen customers will see their fee drop from $20.73 to a proposed $18.60, also a 10% reduction to their monthly utility bill.

PARKS AND RECREATION FEES

Athletic Game Fields				
	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
Synthetic Diamond Field	$50	~~$25~~ $75	$400 (per day)	$10 per participant, per field, as applicable**
Grass Diamond Field	$50	~~$25~~ $75	$350 (per day)	
Synthetic Rectangle Field	$50	~~$25~~ $75	~~$200~~ $250 (per day)	
Grass Rectangle Field	$50	~~$25~~ $75	$200 (per day)	
Tennis/Pickleball Court	N/A			

*A $100 non-refundable initial payment is required to hold each field. Tournament fee includes a one-time, initial field set-up (chalk, lines, etc.)

PARKS AND RECREATION FEES

Additional Facility Fees		
Game Field Preparation (after initial field set-up)	~~$30~~ $40 per field, per set-up	
Pavilion		
Main Pavilion at Old Celina Park (6-Hour Block)	Resident	Non-Resident
Half of Main Pavilion	~~$75~~ $50	~~N/A~~ $100
Entire Main Pavilion	~~$125~~ $100	~~N/A~~ $200
Event Site Restoration Fee (Refundable)		
	Approved 2024 Fee	Proposed 2025 Fee
Site Restoration Fee	~~0-250 participants - $250~~ ~~251-500 participants - $400~~ ~~501 – 1,000 participants - $600~~	Tier 1 - $250 Tier 2 - $400 Tier 3 - $600 Tier 4 - $800
Old Celina Park (full facility rental fee)	~~$1,100 (4 hours)~~ $1,100 (6 hours)	
Old Celina Park (half facility rental fee)	$550 (6 hours)	

LIBRARY FEES

Name	Approved 2024 fee	Proposed 2025 fee
Lost or Damaged Material	Replacement cost of the item documented in the library database record	The replacement list cost of the item that is documented in the library bibliographic record, and a $5.00 processing fee.
Copies & Printing	N/A	$0.50 per page for color
*Library material that is 60 days or more overdue is considered lost, and the replacement list cost of the item is added to the borrower's record, plus a $5.00 processing fee.		

NEXT STEPS

- November 11th Council Meeting – Adoption
- Implementation by departments

QUESTIONS?

CITY OF CELINA
MASTER FEE CHART

~~UPDATED OCTOBER 2024~~ DRAFT RED LINE

Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$425 + $200 each additional review after 2nd
Revised Plan Review	$200
Building Permit	$1.12 per sf under roof
T-Pole	$100
Irrigation	$200
Fence	$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$75
Temporary CO	$250
Parkland Dedication	1 acre each 50 lots (or $3 per sf of land of that acreage or appraisal)
Park Improvement	$1,500 per unit
Building Activity	$600 per building
Technology	$500 if/when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after 2nd
Building Permit Fee	$0.68 per sf under roof ($200 minimum)
Building Fee	$100 per (MEP)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Working without Permit	Double the permit fee (2nd offense is 3x the cost)
Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	$100
Building Permit - Electrical	$100
Building Permit - Plumbing	$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)

MASTER FEE CHART

Residential Miscellaneous Permits (Minor Permits)	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8AM)
Demolition or Foundation Repair	$100
Driveway/Flatwork	$100
Fence	$50
Solar Panel/Storm Shelter/Windows/Doors	$100
House Moving	$400
Irrigation	$200
Backflow Installation	$75
Manufactured Home	$100 + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	$250 per structure
Pool/Spa	$250 (Major)/$100 (Minor)
Generator/Water Softener	$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100
Roof/Roof Repair	$100
Simple Grading- Single Lot	$75
T-Pole	$75
Unauthorized Cover-Up/Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100
Work without Permit fee	Double the permit fee
Residential Home Back-Up Power Systems (solar, generator, and energy storage systems) SB 1202	$50 application + $100 permit
New Commercial & Multi-Family	
Application	$250
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	~~$1,000 + $1,000 for each additional round~~ $1,500 (doubling each additional round)
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8AM)

MASTER FEE CHART

Unauthorized Cover-Up/ Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	$0.90 per sf under roof
Re-Inspection	$100 per each inspection after 2nd failed inspection
Administrative Fee	$20 per sub-swap
Foundation	$100
Irrigation	$200
Building Fee (M.E.P.)	$0.07 per square foot (minimum $100)
Outdoor Warning Device	$14 per unit
T-Pole	$150
Building Activity	$500 per building
Technology	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	$500 (~~escalates by $100 each time thereafter~~ doubling each additional round)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8AM)
Commercial Building Permit	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit	$0.44 per square foot
Building Fee (M.E.P.)	$0.07 per square foot ($75 minimum)
Clean & Show/ Meter Release	$75
Administration Fee	$20 per sub-swap
Demolition / Foundation	$100

MASTER FEE CHART

Re-Roof	$100 permit (per building)
Irrigation	$200
Commercial Pool	$500 + trades minimum
Driveway / Flatwork	$100
Retaining Wall/Screen Wall/ Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 + trades minimum
Temporary Batch Plant	$350
Unauthorized Cover-up/ Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)
Water Well Drilling	$200
Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	$100
Irrigator Contractor	$100
Sign Contractor	$100
Right-of-Way Contractor	$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
3rd (or more) Plan Review Fee	$~~25~~100 (doubling each additional round)
Promotional Event	$50 + $50 food (if applicable)
Engineering Fees	
Non-Franchise	$75
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review	$500
Floodplain Permit	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre

MASTER FEE CHART

Traffic Studies	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork/Grading Permit	0-5 acres: $150 5.1-10 acres: $250 10+ acres: $500 + $10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	$2,476
Plan Review	$262 (per page)
Fourth (or more) Plan Review	~~$1,000 each (escalating $1,000 each round)~~ $1,500 (doubling each additional round)
Landscape/Hardscape Plan	$200 application + $250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Residential	$601 (per lot)
Civil Permit Fee - Non-Residential	$23,358 (per acre)
Civil Permit Fee - Multi-Family	$8,037 (per connection)
Civil Permit Fee – Schools	$9,656 (per connection)
Civil Permit Fee – Miscellaneous Cases	$0.79 (per sq ft impervious surface)
Civil Permit Fee – Off-Site and Major Infrastructure	$262 (per page)
District Decertification	$1,750 (per acre) or $2,500 (per meter)
Right-of-Way Management Fees Streets, sidewalks, and other public places	
Permit Application	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by	$500 (1–5 network nodes)
	$500 (1–5 network nodes)

MASTER FEE CHART

statutory limits)	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.26	$0.52	$0.78	$1.04
Driveway	Per each	$39	$78	$117	$156
Traffic Lane	Per sf	$0.0521	$0.1042	$0.1563	$0.2084

Fire Services

Permit & Inspection Fees

Application Fee	$200 per permit (applies to all permit types)
In-House Plan Review	$200
In-House Plan Re-Review	$150
3rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - $0.05 per sf 100,000+ sf - $0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: $250 150+ sprinkler heads: $300 Additional floors (beyond 1st): $50 each
Fire Sprinkler – Single Family	$150
Standpipe Hose Valve System	$200 Additional floors (beyond 1st): $50 each
Fire Vertical Release	$150
~~Fire Pump~~	~~$300~~
Emergency Responder Communications System Fire Pump Smoke Control System	~~1-150 devices: $150~~ ~~150+ devices: $300~~ ~~Additional floors (beyond the 1st): $100 each~~ $300 each
~~Smoke & Heat Removal System~~	~~$200~~
~~Alternate Suppression System~~	~~$200~~
~~Fire Fighter Air Replenishment System (FARS)~~	~~$200~~ ~~Additional floors (beyond 1st): $50 each~~

MASTER FEE CHART

Alternate Suppression System Battery Systems Clean Agent Suppression System Co2 Beverage Dispensing System Door Access Control (per floor) Emergency Generator Fire Lane Traffic Control Device Flammable/Combustible Storage Tank (each) Gate Access Control (per gate) Hazardous Materials High Piled Storage Hood Suppression System (per hood) Industrial Oven Inspection Types (not accounted for) Smoke & Heat Removal System Spraying or Dipping Operations Underground Fire Main & Remote FDC (each) Wire and/or Cable Inspection (per Building) ~~Wire and/or Cable Inspection (per Building)~~ ~~Underground Fire Main & Remote FDC (each)~~ ~~Building Access Control System (per door)~~ ~~Gate Access Control (per gate)~~ ~~Hood Suppression System (per hood)~~ ~~FM 200 System/ Spray Booth~~ ~~LPG or Compressed Gases~~ ~~Co2 Beverage Dispensing System~~ ~~Flammable/Combustible Storage Tank (each)~~ ~~Hazardous Materials~~ ~~Rack Storage~~ ~~Industrial Oven~~ ~~Fire Lane Traffic Control Device~~ ~~Battery Systems~~ ~~Inspection Types (not accounted for)~~	$200
Temporary Tent or Canopy (per structure)	$150
Open Burn Permit	$100 per area
Pyrotechnic Display (Fireworks)	$300
Special Events	$300
Code Modification Request	$300
Aboveground Temporary Fuel Tank	$200
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	$250 (each occurrence)
After Hours Inspection/Standby Personnel	$80 per hour (4-hour minimum)

MASTER FEE CHART

Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)
Health Services	
Food Service Establishment	$375
Food Service - Limited Purpose/Private School	$100
Food Service - Non-Profit/Public School	No charge
~~Food Truck (hot or cold)~~	~~$325 (includes fire inspection)~~
Grocery Store - Major	$650
Grocery Store - Minor	$275
Late Annual Renewal	$150
Re-inspection Fee	$100
Seasonal Food	$150
Temporary Food/ Event Vendor	$100 (included fire inspection)
~~Other Annual Permits~~	
~~Alcohol~~	~~Half of the State Fee (TABC regulated)~~
Pool (Public or Semi-Private)	$225
Peddler/Solicitor/Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25
Planning Services	
Application Fee	$300
Site Plan Review	$750
Minor/Amending/Conveyance Plats	$400
Preliminary/Replat/ Final Plats	$500 + $15 per lot
Plat Processing Fee	$300
Development Agreement (Minor)	$1,000
Development Agreement	$5,000
Development Agreement (Major)	$12,000
Legal Interpretation of Development Agreement	At cost (as invoiced) – minimum $3,000
Fourth (or more) Review Fee	~~$1,000 + $1,000 for each additional review round~~ $1,000 (doubling each additional round)
Annexations/PDs/Zoning Change	$750
Specific Use Permit	$500

MASTER FEE CHART

Zoning Verification Letter (no application fee)	$200
Variance (BOA)/HPC	$300
Zoning Signage	$350
Alley/ROW Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Tree Removal	
Tree Removal Permit	$200 (+ mitigation - see Tree Valuation Schedule)
6”- 10” (DBH)	$600 x (multiplier)
11”- 20” (DBH)	$1,600 x (multiplier)
21”- 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs
Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	$100

MASTER FEE CHART

• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx
Mitigation Rates
The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided. For more information and details please see Ordinance No. 2022-01.

Motor Vehicle Incidents	
Level 1 – Provide hazardous materials assessment and scene stabilization.	$506
Level 2 – Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal.	$576
Level 3 – Car Fire – Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.	$704
Extrication – Includes heavy rescue tools, ropes, airbags, cribbing, etc.	$1,520
Creating a Landing Zone – Includes Air Care (multi-engine company response, mutual aid, helicopter)	$465
Additional Time On-Scene	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341
Hazardous Materials (HAZMAT)	
Hazmat Level 1 (Basic Response) – Includes engine response, first responder assignment, perimeter establishment, evacuations, set-up and command	$816

MASTER FEE CHART

Hazmat Level 2 (Immediate Response) – Includes Level 1 and hazmat certified team and appropriate equipment, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.	$2,913
Hazmat Level 3 (Advanced Response) – Includes Level 1 & 2 and first responder set-up and command, robot deployment, recovery and identification of material, detection equipment. Includes three (3) hours of on-scene time.	$6,875 Each additional hour at $336 per HAZMAT Team.
Additional Time On-Scene (for all levels of service)	Engine - $466 per hour Truck - $582 per hour Miscellaneous equipment - $341
Fire Investigation	
Fire Investigation Team • Scene Safety • Investigation • Source Identification • K-9/Arson Dog Unit • Identification Equipment • Mobile Detection Unit • Fire Report	$321 per hour
Fires	
Assignment • Scene Safety • Investigation • Fire/Hazard Control	$466 per hour, per engine / $582 per hour, per truck
Illegal Fires	
Assignment	$466 per hour, per engine / $582 per hour, per truck
Water Incidents	
Level 1 – Basic Response Engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation.	$466 plus $58 per hour, per rescue person
Level 2 – Intermediate Response Includes Level 1 services as well as clean up and material used, minor hazardous clean up and disposal.	$932 plus $58 per hour, per rescue person

MASTER FEE CHART

Level 3 – Advanced Response Includes Level 1 and 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment	$2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member.
Level 4 – Itemized Response	Option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR).
Back Country or Special Rescue	
Itemized Response	Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.
Chief Response	
Includes the set-up of Command and providing direction of the incident. This could include operations, safety and administration of the incident.	$290 per hour
Miscellaneous / Additional Time On-Scene	
Engine	$466 per hour
Truck	$582 per hour
Miscellaneous equipment	$342 per hour
Gas Leaks (Natural)	
Level 1 – Natural gas leak outside without fire Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.	$466 per hour, per engine / $582 per hour, per truck
Level 2 – Natural gas leak outside with fire Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.	$748 per hour, per engine / $58 per hour, per truck
Level 3 – Natural gas leak inside structure Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.	$932 per hour, per engine / $58 per hour, per rescue person
Fire Marshal Inspection and Permitting Fees	
Fire Alarm System Permits	Residential Permit Fee - $50 annually (This residential fee shall be waived if a burglar alarm permit fee has already been paid.) Non-Residential Permit Fee - $100 annually

MASTER FEE CHART

False Alarm Billing Fee (Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge 2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75 per call 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $250 per call 4) The fee for the eight (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $500 per call.
False Alarm Billing Fee (Non-Residential)	1) The first three (3) false alarm calls within a twelve (12) month period are free of charge. 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is $150 per call. 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is $500 per call. 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the (8th) within a twelve (12) month period is $1,000 per call.
Fire Marshal Annual Inspection Fee	1) 1 – 1,500 sq. ft. - $50 annually 2) 1,501 – 3,000 sq. ft. -$55 annually 3) 3,001 – 5,000 sq. ft. - $60 annually 4) 5,001 – 10,000 sq. ft. - $65 annually 5) 10,001 – 25,000 sq. ft. -$70 annually 6) 25,001 – 50,000 sq. ft. - $75 annually 7) 50,001 – 75,000 sq. ft. - $80 annually 8) 75,001 – 100,000 sq. ft. - $100 annually 9) 100,001 – 200,000 sq. ft. - $120 annually 10) 200,001 sq. ft. and greater - $280 annually
State Mandated Inspections	1) Hospitals - $100 2) Nursing and long-term care homes - $75 3) Daycare/Mother's Day out - $50 4) Foster Home or adoptive home - $10 5) Home Inspection (insurance) - $50
~~To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx~~	

MASTER FEE CHART

Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits

Residential	$200 each living unit
Business - Fewer than 5 employees	$150
Business - 5+ employees	$200
Cleaners/Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates - Residential

Inside City (W1) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$24.56	$24.56
1”	$41.30	$41.30
1-1/2”	$82.61	$82.61
2”	$132.18	$132.18

Inside City (W1) - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & above	$13.81	$13.81

Outside City (W2) - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾”	$36.84	$36.84
1”	$61.95	$61.95
1-1/2”	$123.92	$123.92
2”	$198.27	$198.27

Outside City (W2) - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,000	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & above	$20.72	$20.72

MASTER FEE CHART

Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$29.50	$29.50
1"	$51.63	$51.63
1-1/2"	$103.27	$103.27
2"	$165.22	$165.22
3"	$247.83	$247.83
4"	$413.05	$413.05
6"	-	$843.13
8"	-	$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	$44.25	$44.25
1"	$77.45	$77.45
1-1/2"	$154.90	$154.90
2"	$247.84	$247.84
3"	$371.74	$371.74
4"	$619.58	$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,00	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes ~~that are~~ under construction will be charged a~~t~~ monthly fee of $100.00 per month, starting at the beginning of ~~during~~ construction, in lieu of standard billing rates.

MASTER FEE CHART

After a ~~Certificate of Occupancy is issued on a new home~~ registered meter is installed, the City's standard rate structure will apply.

Wastewater- Residential

Inside City - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾"	$25.54	$25.54
1"	$45.90	$45.90
1-1/2"	$85.66	$85.66
2"	$146.85	$146.85

Inside City - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001-Above	$7.88	$7.88
Gallon Allowance	1,000	0

Outside City - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾"	$38.32	$38.32
1"	$68.84	$68.84
1 ½"	$128.49	$128.49
2"	$220.27	$220.27

Outside City - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
Minimum-5,000	$9.55	$9.55
5,001-Above	$11.82	$11.82
Gallon Allowance	1,000	0

Wastewater- Commercial

Inside City - Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
¾"	$30.59	$30.59
1"	$57.37	$57.37
1 ½"	$107.08	$107.08
2"	$183.56	$183.56
3" (added 12/13/22)	$256.96	$256.96
4"	$458.90	$458.90
6" (added 12/13/22)	$917.80	$917.80
8" (added12/13/22)	$1,835.60	$1,835.60

Inside City - Volume Rate/1,000 gallons

	Effective Jun-22	Effective Jun-23
2,001 & above	$6.94	$6.94

MASTER FEE CHART

Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$45.89	$45.89
1”	$86.06	$86.06
1 ½”	$160.63	$160.63
2”	$275.34	$275.34
4”	$688.36	688.36

Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city’s bill for public utilities pursuant to the act

Impervious Area: Fee Assessed

• Drainage utility fees shall be charged based on a property’s contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
• The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	$13.25

Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sf impervious area.
A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
  - State property;
  - City property;
  - County property;
  - School district property;
  - Tax-exempt religious institution property; and Public or private institutions of
  - higher education property.

MASTER FEE CHART

Service Fees							
Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax							
Effective	11/18/2023				~~11/18/2023~~ 12/18/2025		
Trash	~~$16.30 / $15.40~~ $17.74 / $16.76				~~$17.74 / $16.76~~ $15.60 / $14.72		
Recycling	~~$3.65 / $3.65~~ $3.97 / $3.97				~~$3.97 / $3.97~~ $3.88 / $3.88		
Extra Cart	~~$9.75~~ $10.75				~~$10.75~~ $9.65		
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax							
Effective	~~11/18/2022~~ 11/18/2023				~~11/18/2023~~ 12/18/2025		
Trash	~~$16.30~~ $17.74				~~$17.74~~ $15.60		
Recycling	~~$3.65~~ $3.97				~~$3.97~~ $3.88		
Extra Cart	~~$9.75~~ $10.75				~~$10.75~~ $9.65		
Commercial Frontload Rate Schedule							
Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	~~$98.93~~	~~$202.55~~	~~$273.02~~	~~$279.44~~	~~$296.91~~	~~$302.84~~	~~$70.22~~
3 Cubic Yd	~~$138.06~~	~~$306.51~~	~~$381.03~~	~~$409.14~~	~~$434.71~~	~~$443.40~~	~~$81.91~~
4 Cubic Yd	~~$182.95~~	~~$368.18~~	~~$504.97~~	~~$514.94~~	~~$547.12~~	~~$558.07~~	~~$93.59~~
6 Cubic Yd	~~$205.67~~	~~$410.53~~	~~$567.66~~	~~$578.50~~	~~$707.05~~	~~$806.03~~	~~$128.69~~
8 Cubic Yd	~~$251.38~~	~~$452.45~~	~~$694.30~~	~~$925.68~~	~~$1,256.73~~	~~$1,389.21~~	~~$140.37~~
~~Container with~~ Enclosures, Locks, Casters or ~~Gates~~	~~$7.01~~						
~~Containers with Casters~~	~~$14.02~~						
~~Containers with Locks~~	~~$13.67~~						
~~Commercial~~ Trash Cart – 1 Cart - ~~1x Week~~	~~$36.27~~						
~~Commercial~~ Cart – 2 Carts - ~~21x Week~~	~~$46.07~~						
~~Commercial Cart – 3 Carts - 1x Week~~							
~~Commercial Recycle Cart~~	~~$3.76~~						
~~Additional Cart~~	~~$27.75~~						
~~Front Load Container Exchange Charge~~							
~~Overloaded Front Load Container Charge~~							
The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.							
Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton							
Weekday Haul – Includes four (4) tons of disposals	~~$558.81~~						

MASTER FEE CHART

~~Delivery~~ Weekend Haul – Includes four (4) tons of disposal	~~$147.07~~
Disposal – In excess of four (4) tons	
Excess Disposal – over truck GVW of 54,000 pounds	
Delivery / Trip Charge	
Daily Rent/ Monthly Rent	~~$5.89~~
~~Monthly Rent~~	~~$176.71~~
~~Disposal Per Ton~~	~~$50.99~~
~~Disposal Load~~	~~$300.00~~
Relocation	$99.35

The rates set forth in the solid waste franchise agreement entered by the City and the solid waste provider are confidential.

Downtown Compactors (City Owned)

	Monthly (1 pickup/week)	Monthly (2 pickup/week)
Tier 1 - Service Company	$50	$80
Tier 2 - Service Company	$150	$250
Tier 3 - Food Service Company		
0-125 Max Occupancy (inside/outside)	$500	$600
126-225 Max Occupancy (inside/outside)	$600	$700
226-300 Max Occupancy (inside/outside)	$700	$800
Replacement of Key	$100	
Illegal Dumping Fee (no 1-time use allowed)	$1,000	

Water & Sewer Service Charges

Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$1,000
Returned Check Fee	$25
Late Fee Penalty (Ordinance 2011-38)	10% of Utility Account Balance

MASTER FEE CHART

Meter Fees	
¾”	$415 (existing meters only)
1”	$480 (minimum meter size)
1 ½”	$1,730
2”	$1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd+ time)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225
Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2” in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	$1,500
Boring Fee	$1,000
• All taps greater than four inches will need to be installed by the contractor.	

MASTER FEE CHART

• Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Pro-Rata Charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Impact Fees

Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.

Repair Fees

Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.

Review Fees for Permits - Individual wastewater discharge permit

A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Parks & Recreation

~~Practice/Tournament~~Athletic Game Fields

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Non-Resident		
~~Turf Baseball/Softball~~ Synthetic Diamond Field	$50 ~~$50~~	$75 ~~25~~	$400 (per day)	$10 per participant, per field, as applicable**
~~Baseball/Softball (per field)~~ Grass Diamond Field	$50	$75	$350 (per day)	
~~Soccer/Football (per field)~~ Synthetic Rectangle Field	$50	$75	$~~200~~ 250 (per day)	
Grass Rectangle Field	$50	$75	$200 (per day)	
Tennis/Pickleball Court ~~(per court)~~	N/A ~~$20 $40 (per day)~~			

* A $100 non-refundable initial payment is required to hold each field. Tournament fee includes a one-time, initial field set-up (chalk, lines, etc.)

~~*Tournament fee includes 1 field setup, typically for the start of the event~~

~~**The Parks Department reserves the right to adjust pricing based on the specifics of any given event~~

MASTER FEE CHART

Additional Facility Fees ~~Costs~~	
Game Field Lighting (per field)	$40 per hour
~~Electrical Pedestal Station (Max 50 AMPS)~~	~~$100 per pedestal station~~
Game Field Preparation ~~(baseball/softball)~~ (after initial field set-up)	$~~30~~40 per field, per set-up
~~Game Preparation (multiuse fields)~~	~~Costs contingent upon dimensions and markings required ($30 minimum)~~
Parks ~~and~~ & Recreation Staff (per employee)	$40 per hour ~~hourly~~
• After 11:00 PM, it is mandatory to have one parks representative on site • At the discretion of the Director, more than one parks representative may be required • Repair of damaged facilities to be paid for at actual cost of labor and materials • Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract	

Pavilion ~~(per 4 hours)~~		
~~Less than 50 attendees~~ Main Pavilion at Old Celina Park (6-Hour Block)	Resident	Non-Resident
~~51-100 Attendees~~ Half of Main Pavilion	$~~75~~ 50	$100
~~More than 100 Attendees~~ Entire Main Pavilion	$~~125~~ 100	$200

~~Senior Center~~	
~~Deposit~~	~~$200~~
~~Rental Fee~~	~~$100 per day~~

Ralph O'Dell Senior Center Membership				
Membership Type	Age	Monthly Fee	Annual Fee	Daily Guest Pass
Resident	65-74	$10	$100	$5
Non-Resident	65-74	$30	$300	$5
Resident	75-89	$5	$50	$5
Non-Resident	75-89	$15	$150	$5
Resident	90+	$0	$0	$0
Non-Resident	90+	$5	$50	$5

Event Site Restoration Fee (Refundable) ~~Races (walk/run/other)~~	
Site Restoration Fee (R~~r~~efundable) Note: All permitted events held in Downtown Square and Old Celina Park are eligible for a refundable deposit, provided the event site is restored to its original condition upon conclusion of the event.	~~0 – 250 participants~~Tier 1 - $250 ~~251 – 500 participants~~Tier 2 - $400 ~~501 – 1,000 participants~~Tier 3 - $600 Tier 4 - $800
Old Celina Park (full facility rental fee)	$1,100 (6 ~~4~~ hours)
Old Celina Park (half facility rental fee)	$550 (6 hours)

MASTER FEE CHART

Downtown Square	
A customized Partnership Agreement with the City is required.	
Downtown Pavilion Wedding Rental	
$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.	
Special Events	
Special Events Permits	$100 – Tier 1 $175 – Tier 2 $250 – Tier 3 $350 – Tier 4
Film Friendly	
Minor Application	$100
Major Application	$300
Library Fees	
Replacement Library Cards	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	~~Replacement cost of the item documented in the library database record~~ The replacement list cost of the item that is documented in the library bibliographic record, and a $5.00 processing fee.
Copies & Printing	$0.10 per page for black and white $0.50 per page for color
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement list cost of the item is added to the borrower's record, plus a $5.00 processing fee.~~.~~	
Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.

MASTER FEE CHART

Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal Control Related Fees	Animal control-related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plans with Maps	$200

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
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Discussion regarding the results of the Celina Economic Development Corporation's marketing and branding study. (Satarino)

Background Information:

In December 2024, the Celina Economic Development Corporation (CEDC) Board and City Council approved a branding initiative with North Star Place Branding & Marketing to develop a comprehensive strategy to refresh and rebrand the EDC's marketing assets and collateral. This initiative was launched to strengthen Celina's economic identity, modernize the EDC's marketing presence, and ensure messaging remains aligned with Celina's rapid growth and evolving strategic priorities. Up until this point, the EDC's marketing efforts have been heavily focused on Downtown. With significant commercial development forthcoming along Preston Road and the Dallas North Tollway, the EDC recognizes the need for a broader marketing approach that represents opportunities across the entire city. At the same time, Downtown remains a key priority as identified by both City Council and the EDC Board. To address these dual objectives, the decision was made to create two distinct branding pathways: one for the EDC and a separate brand for Downtown. This approach allows the EDC to expand its citywide marketing efforts while continuing to highlight and invest in Downtown as a critical economic and cultural anchor.

The effort also supports key objectives within the 2025–2028 Economic Development Strategic Framework, including business recruitment, destination development, and enhanced communication with residents, visitors, and investors. The rebrand was undertaken to unify Celina's messaging under a cohesive identity, differentiate Downtown from other commercial corridors, and equip the EDC with updated tools to tell Celina's growth story more effectively. As Celina continues to experience unprecedented development, ensuring that branding reflects the community's character and future vision is essential for maintaining a competitive position in the regional market.

Recognizing Downtown's role as a unique destination, North Star developed a dedicated Downtown branding strategy separate from the broader EDC initiative. Unlike the DNT and Preston Road corridors, Downtown required a tailored approach to highlight its historic character, walkable environment, and cultural offerings. This strategy addresses Downtown's specific needs, positioning it as a vibrant hub for business, culture, and tourism while reinforcing its importance in shaping the City's overall image. A separate Downtown strategy ensures this key area receives focused attention while remaining consistent with the broader City brand.

North Star's methodology began with extensive qualitative and quantitative research prior to any creative work. Through interviews and surveys with a broad cross-section of stakeholders—including community members, business owners, developers, City staff, and regional partners—North Star provided detailed insights into both the City's and the EDC's current market perceptions and opportunities. These findings informed the development of updated creative elements, including revised logos, messaging pillars, and collateral guidelines for both the EDC and Downtown Celina.

To guide the creative process, the EDC established a branding committee composed of the EDC Executive Director, the EDC Marketing and Tourism Director, and the City's Director of Marketing & Communication. This committee met regularly throughout the project to review and refine key deliverables. Once draft straplines, logos, and creative concepts were finalized, community stakeholders were invited to participate in review sessions. In September 2025, six brand update sessions were held, and 28 stakeholders provided feedback on the creative presentations for each brand. Feedback was strongly supportive of Downtown differentiation and highlighted enthusiasm for refreshed marketing assets that reflect Celina's growth trajectory and community character.

North Star has provided a comprehensive implementation guideline to support the phased rollout of the new branding strategy. This includes recommendations for updating digital platforms, marketing collateral, and promotional materials, as well as strategies for coordinated messaging across campaigns. The EDC will integrate these guidelines into its FY 2026 marketing and communications efforts to ensure a consistent and impactful launch. Ongoing performance metrics and stakeholder feedback will help measure the effectiveness of the rebrand and guide future refinements.

Legal Review:
There are no legal considerations at this time.

Supporting Documents:
1. Staff Presentation

Financial Consideration:
There are no financial considerations at this time.

Staff Recommendation:
N/A

CELINA EDC

Discussion Regarding the Results of the CEDC Marketing and Branding Study

Worksession
City Council
October 14, 2025

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

Project Overview

- December 2024: CEDC Board and City Council approved a branding initiative with North Star Place Branding & Marketing.
- Purpose:
  - Strengthen Celina's economic identity.
  - Modernize the EDC's marketing presence.
  - Align messaging with rapid city growth and evolving strategic priorities.
- Supports key goals in the 2025–2028 Economic Development Strategic Framework:
  - Business recruitment
  - Destination development
  - Enhanced communication with residents, visitors, and investors

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ECONOMIC DEVELOPMENT CORPORATION

Strategic Pivot & Dual Branding

- Historically, EDC marketing has focused heavily on Downtown.
- With major commercial development planned along Preston Road and the Dallas North Tollway, broader citywide marketing is now essential.
- Downtown remains a key priority, identified by both City Council and the EDC Board.
- The dual-branding approach was supported in the original RFP and formally approved by both the City Council and the Celina EDC Board.
- Decision made to pursue two branding pathways:
  - A citywide EDC brand to support economic growth across corridors.
  - A separate Downtown brand to highlight its role as a cultural and economic anchor.

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ECONOMIC DEVELOPMENT CORPORATION

Downtown Branding Strategy

- Downtown is positioned as a unique destination within Celina.
- Required a tailored approach distinct from DNT and Preston Road corridors.
- Strategy goals:
  - Address Downtown's specific needs.
  - Position Downtown as a vibrant hub for business, culture, and tourism.
  - Reinforce Downtown's role in shaping the City's overall image.
- Separate Downtown strategy ensures dedicated focus while staying consistent with the broader City brand.

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ECONOMIC DEVELOPMENT CORPORATION

Process & Implementation

- Research-driven approach:
  - Extensive stakeholder interviews and surveys.
  - Quantitative and qualitative data informed creative development.
- Creative Committee:
  - EDC Executive Director
  - EDC Marketing & Tourism Director
  - City Director of Marketing & Communication
  - Met regularly to review straplines, logos, and creative elements.
- Stakeholder Engagement:
  - Six brand update sessions in September 2025
  - 28 stakeholders reviewed and provided feedback
- Implementation:
  - North Star provided a comprehensive implementation guideline.
  - Phased rollout includes digital platforms, marketing collateral, and promotional campaigns.
  - FY 2026 will focus on coordinated launch and performance tracking.

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

Celina EDC Logo History

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

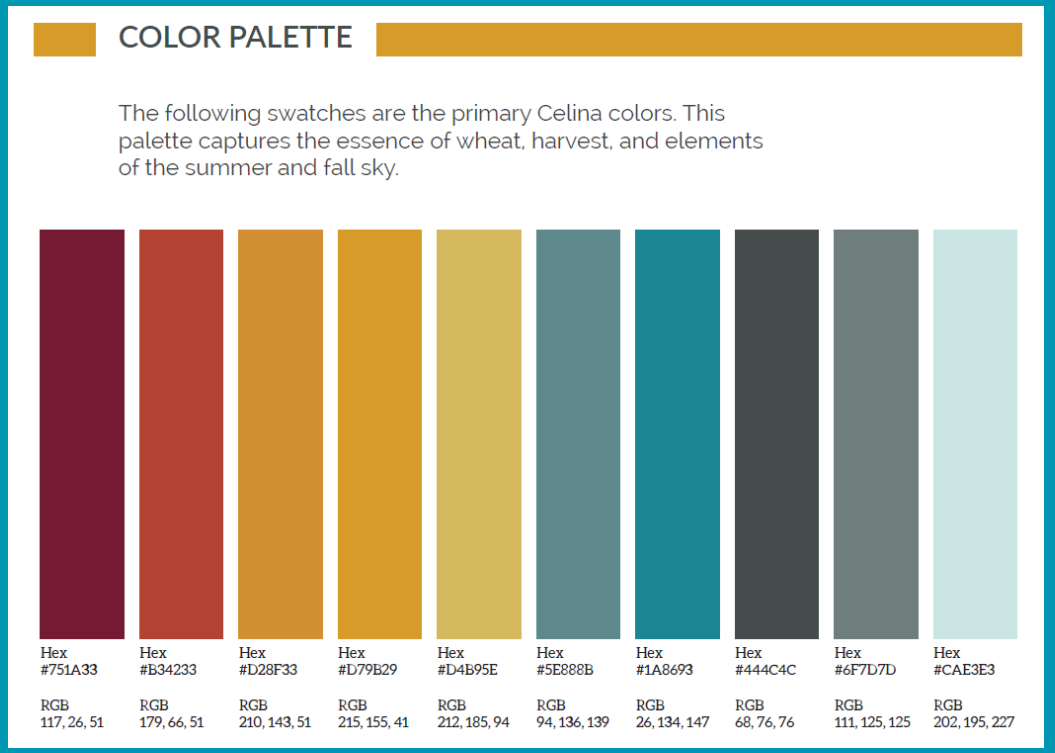
Downtown Logo History

DOWNTOWN
CELINA
EST.1876

- Designed by Abra Nusser, Urban planner
- No Downtown strapline or branding strategy

CELINA TEXAS EST.1876
ECONOMIC DEVELOPMENT CORPORATION

City Logo



CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

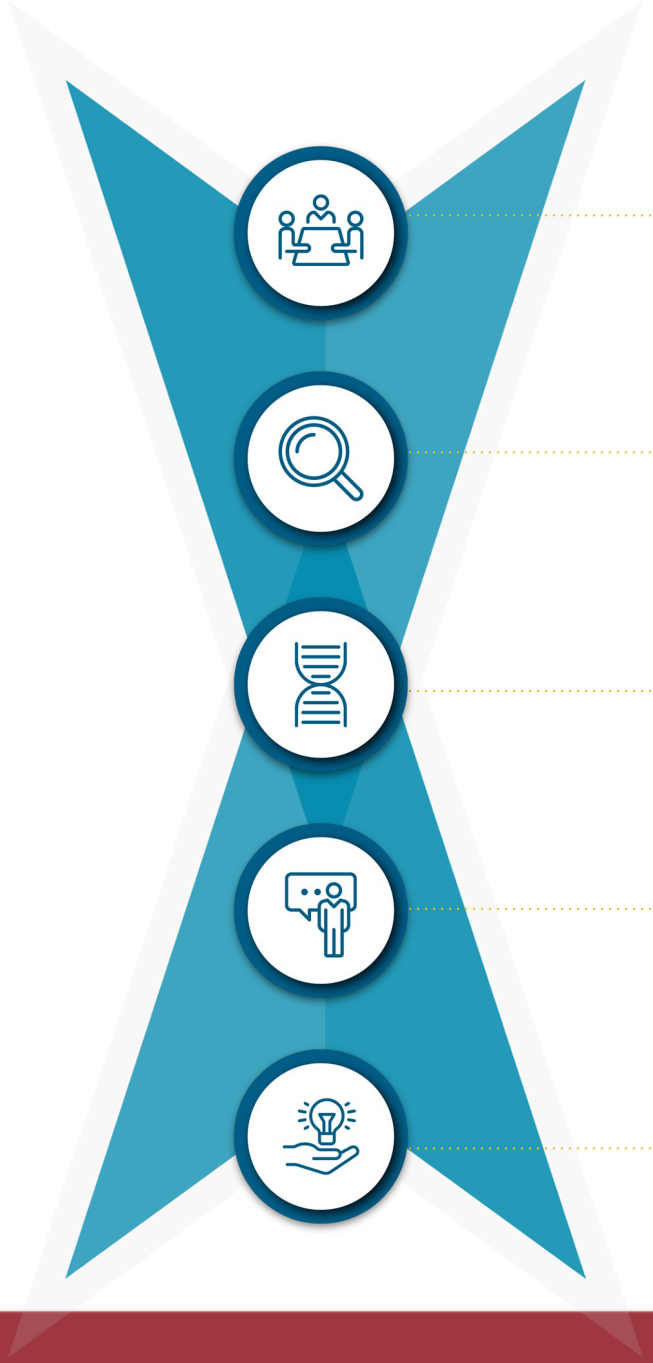
Brand Update Presentation

Celina, Texas

How did we uncover the brand for Celina?

North Star moves from **Research** to **Strategy** to **Creativity** to **Action**

BrandPrint Process



- Stakeholder & Community Education
- Insight Gathering & Research
- DNA & Strategy Formation
- Creative Brand & Message Development
- Brand Action Ideas

Research

Brand Barometer

NORTH STAR
PLACE BRANDING + MARKETING

Answering The Question:

"On a scale of 1-10, how likely are you to recommend living, visiting, or conducting business in Celina to a friend or colleague?"

The Math: Promoters (9-10), Passives (7-8), Detractors (1-6)

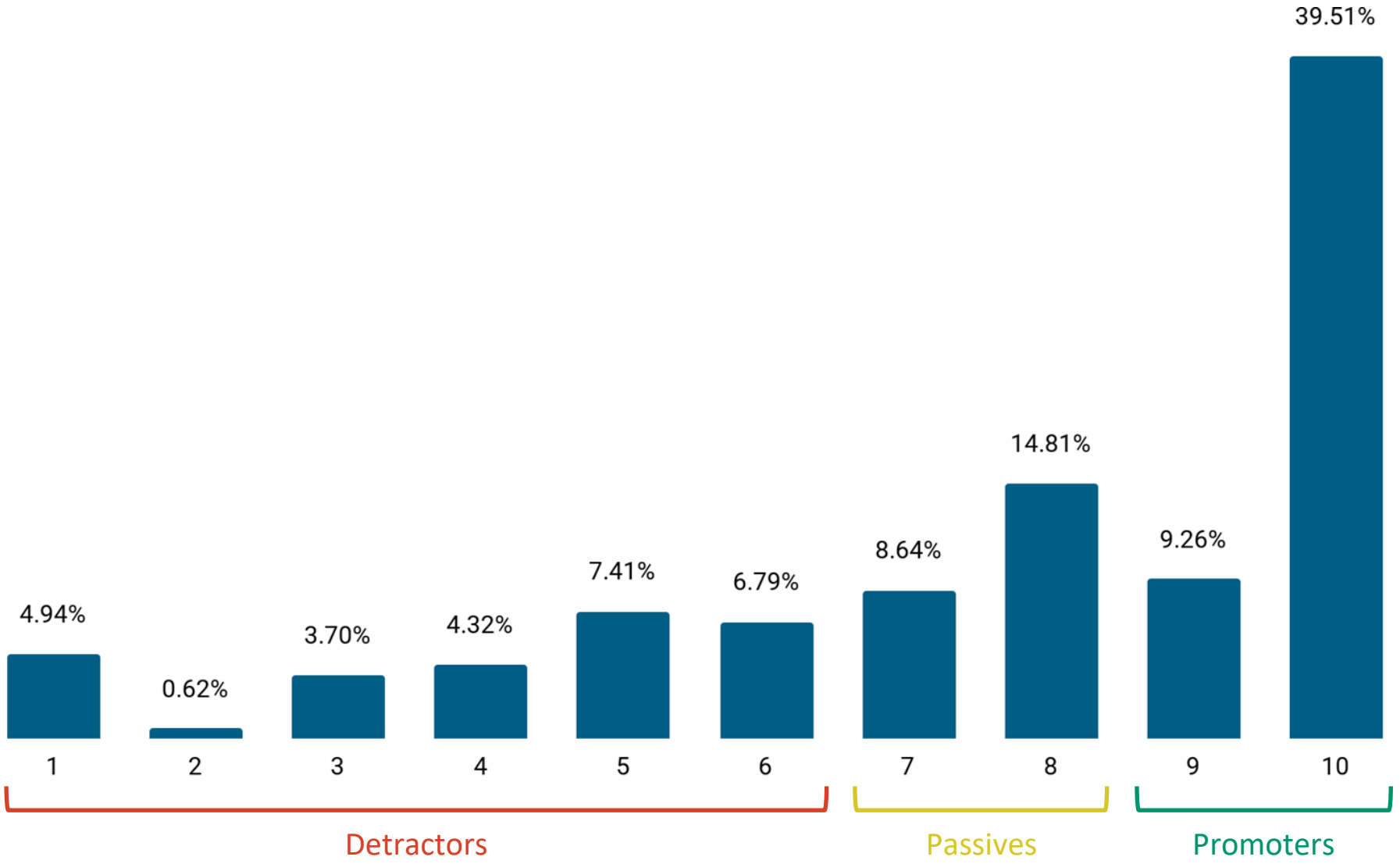
Promoters - Detractors = Brand Advocacy Score (Net Promoter Score)

Passives are not counted.

Brand Barometer

On a scale of 1 to 10, with 1 being “not at all likely” and 10 being “extremely likely,” how likely would you be to recommend…

Living in Celina



Brand Barometer

On a scale of 1 to 10, with 1 being “not at all likely” and 10 being “extremely likely,” how likely would you be to recommend…
Living in Celina

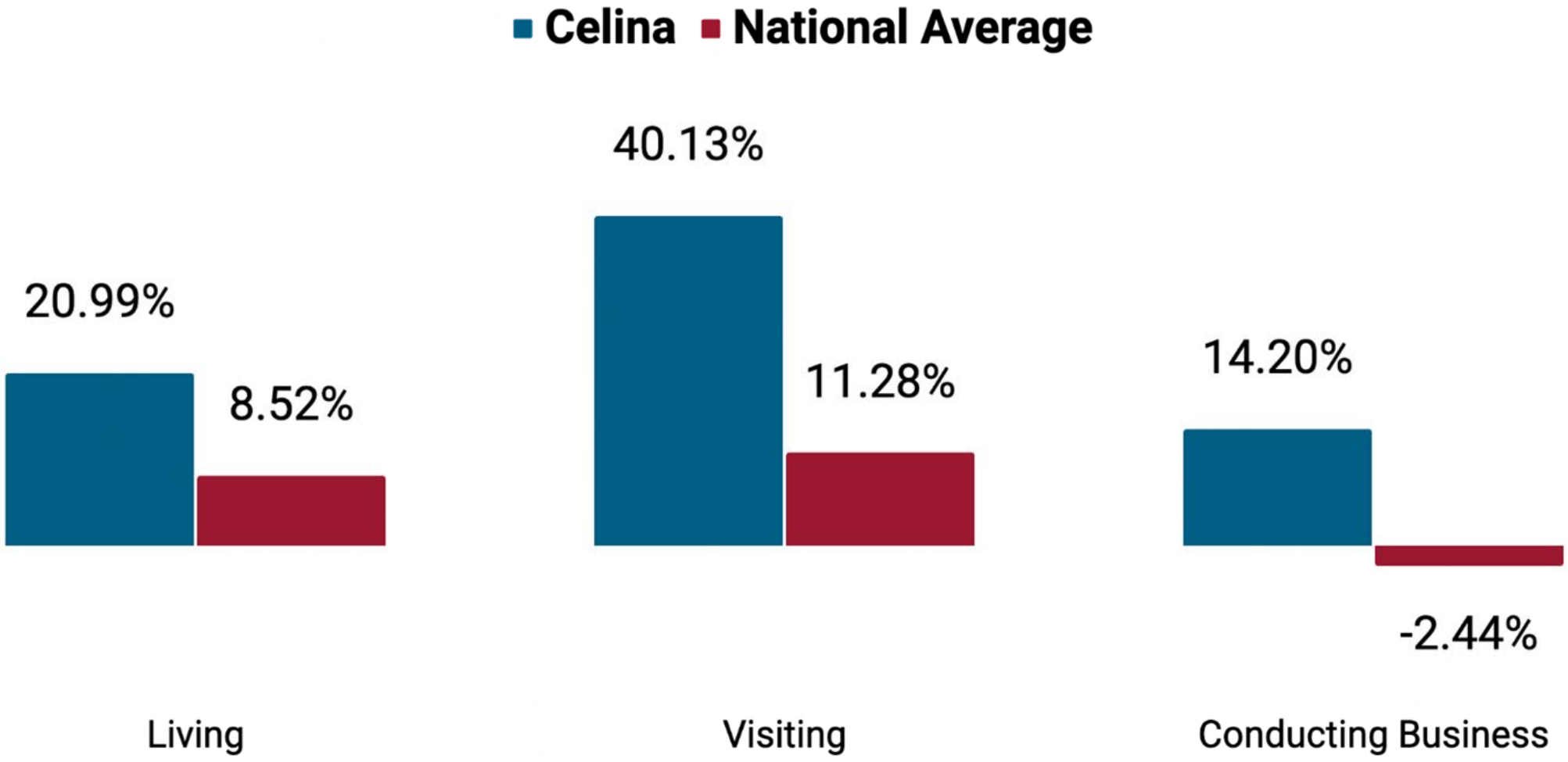
20.99%

Overall Brand Advocacy Score
Living in Celina

(% of Promoters minus % of Detractors)

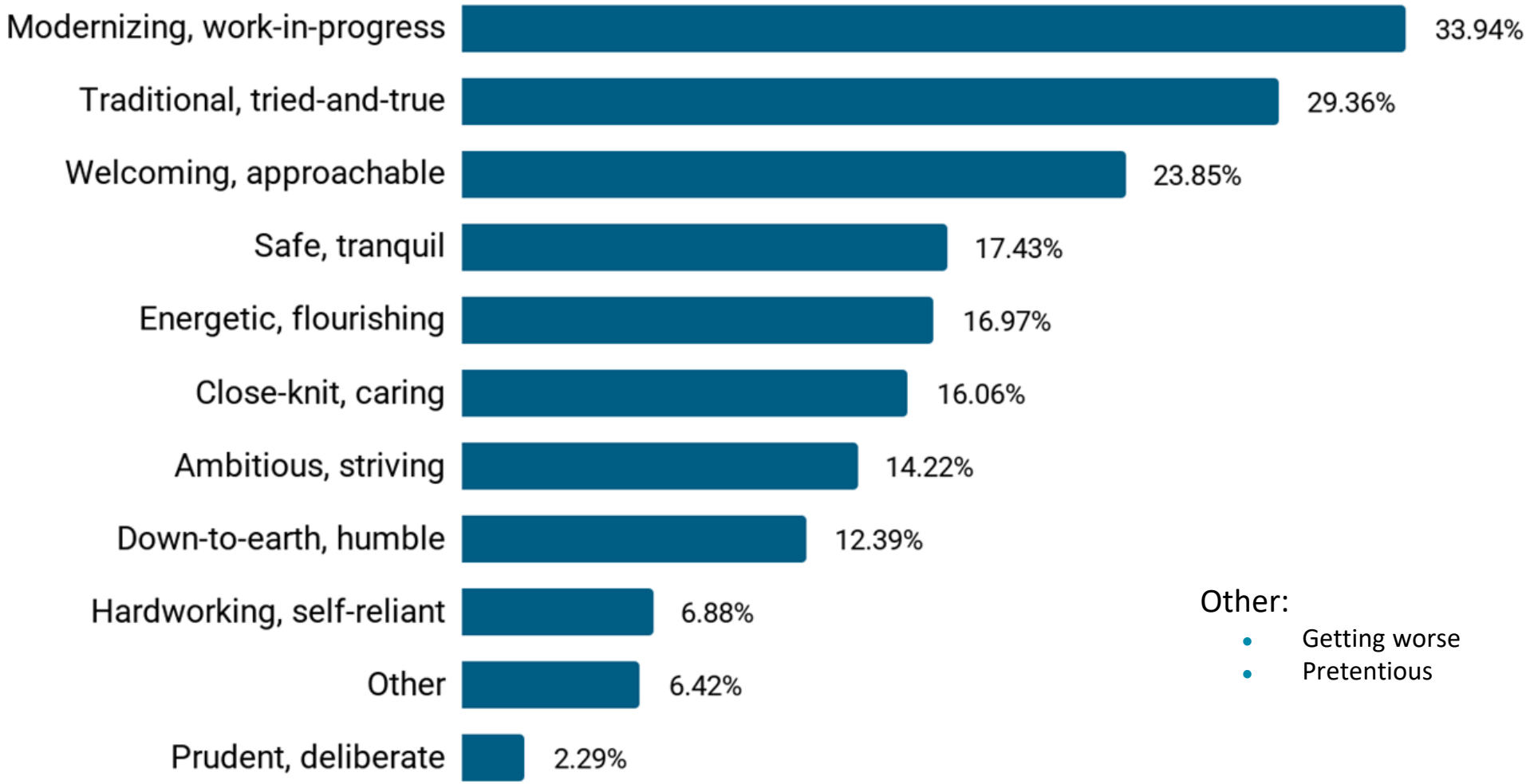
Brand Barometer

On a scale of 1 to 10, with 1 being “not at all likely” and 10 being “extremely likely,” how likely would you be to recommend Celina to a friend or colleague…



Community Survey

Which of the following adjectives do you think best describe Celina?
Choose up to two answers.

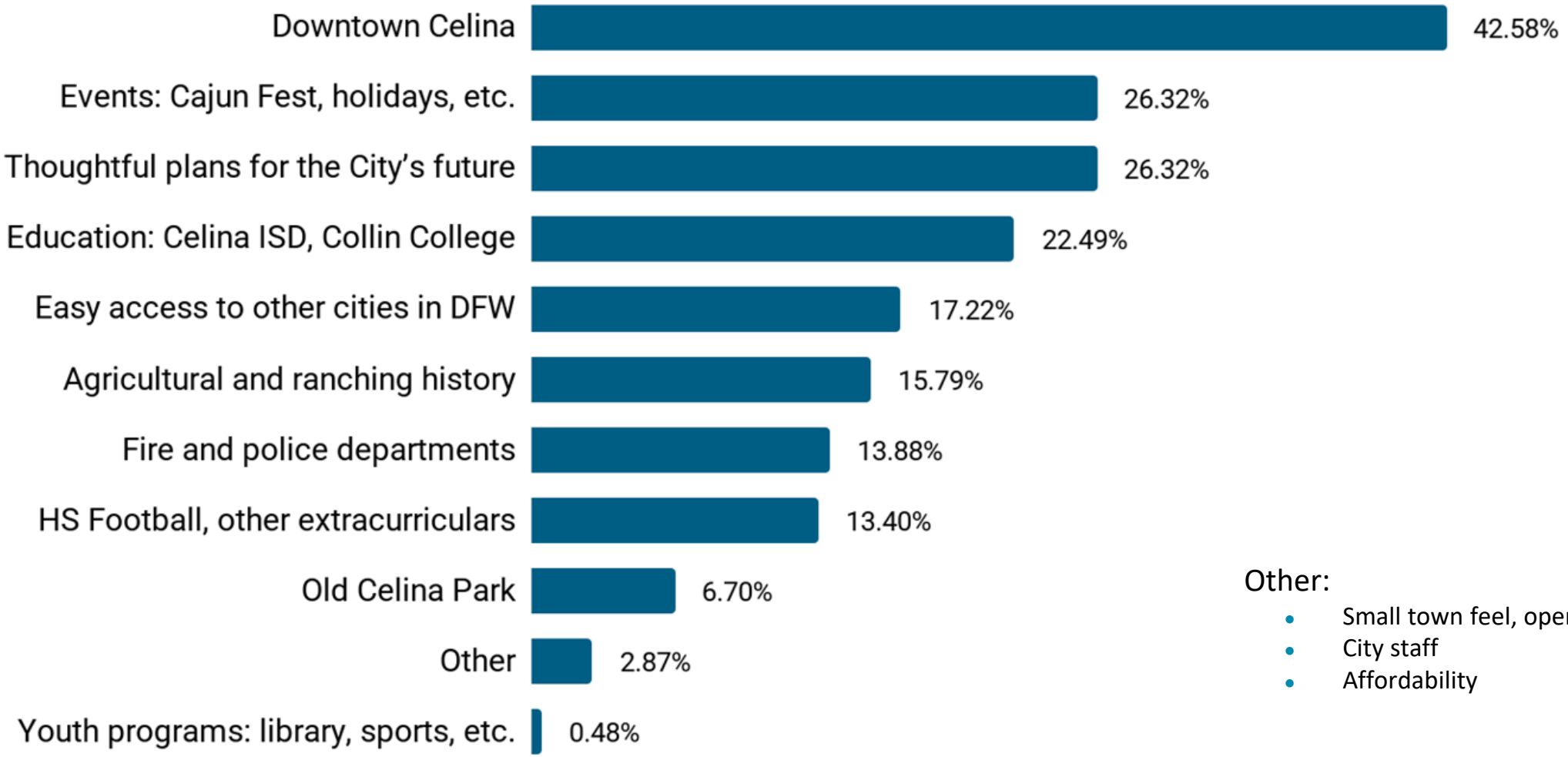


Other:

- Getting worse
- Pretentious

Community Survey

In your opinion, what are Celina's greatest assets?
Choose up to two answers.

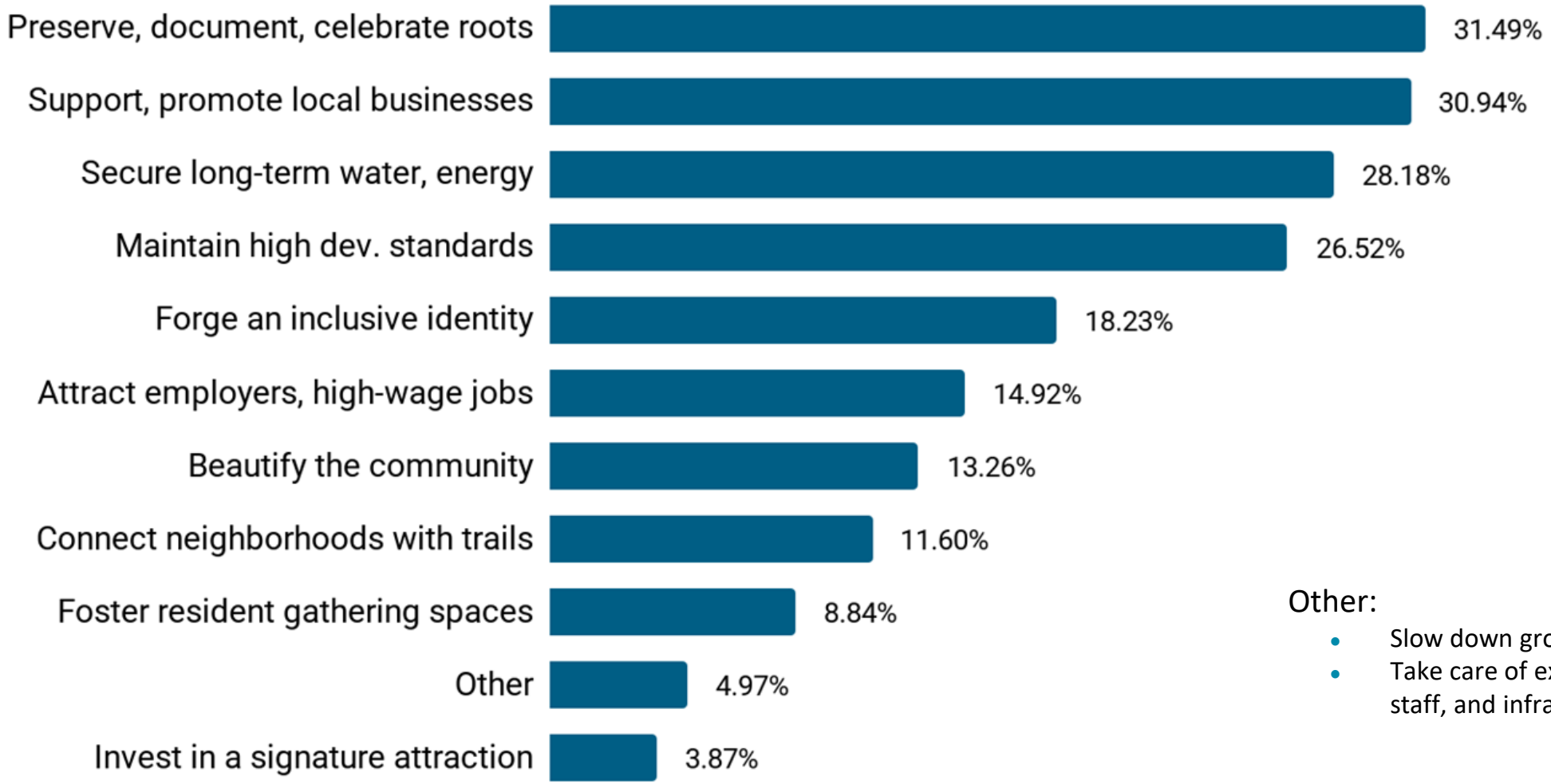


Other:

- Small town feel, open spaces
- City staff
- Affordability

Community Survey

In your opinion, how can Celina best approach its future growth and development to ensure a well-rounded, united community?
Choose up to two answers.



Other:

- Slow down growth
- Take care of existing residents, City staff, and infrastructure needs

Consumer Awareness & Perception Study

300 Respondents

NORTH STAR
PLACE BRANDING + MARKETING

Consumer Awareness and Perception Study

300 Total Respondents

- 150 from Dallas and Tarrant Counties
- 150 from Suburban Counties
  - *Collin, Cooke, Denton, and Grayson Counties*

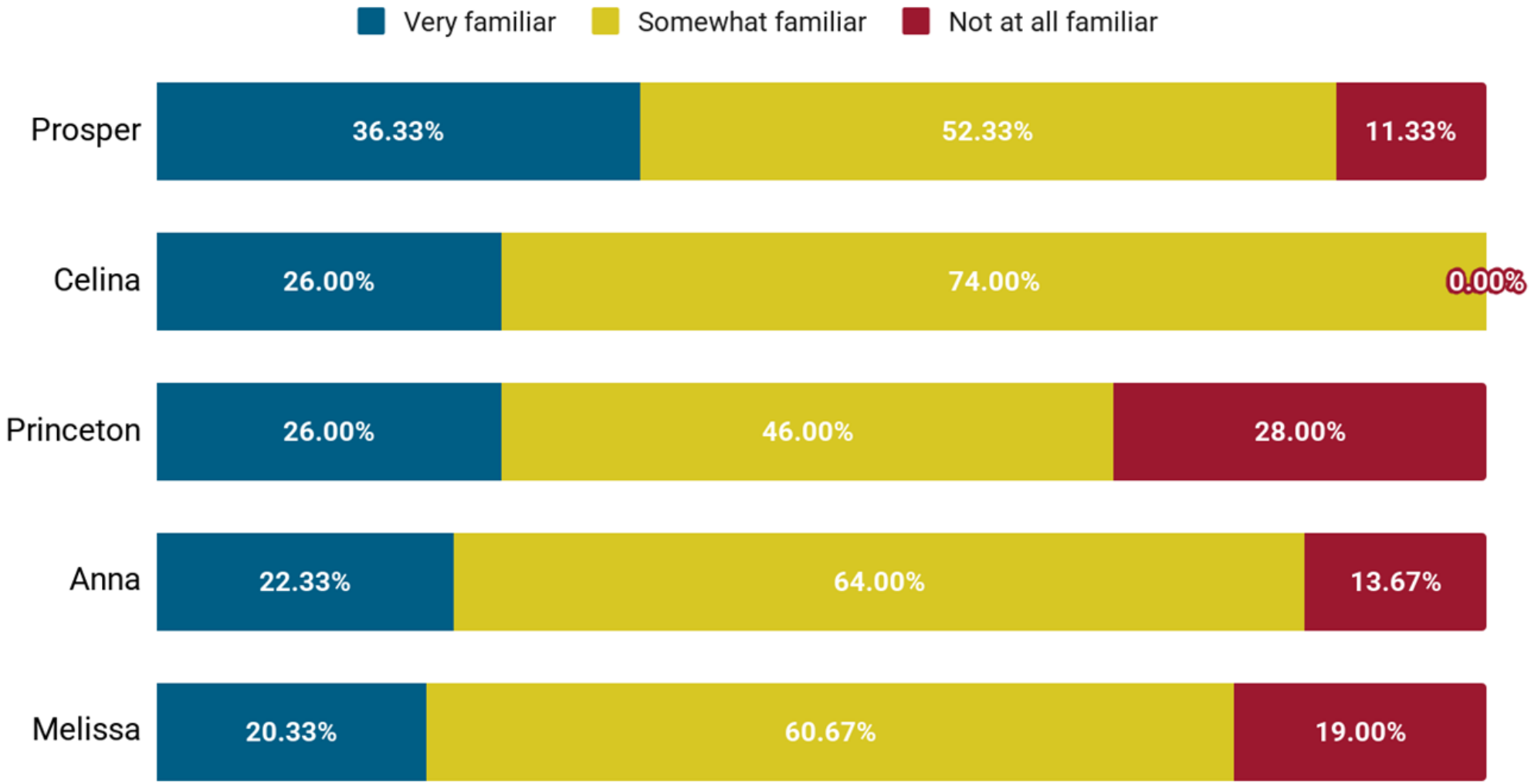
Terminations included:

- 126 for living outside areas of interest
- 11 for being under 18
- 142 for having lived or worked in Anna, Celina, Melissa, Princeton, or Prosper
- 414 for not being familiar with Celina

Familiarity

CAP Study

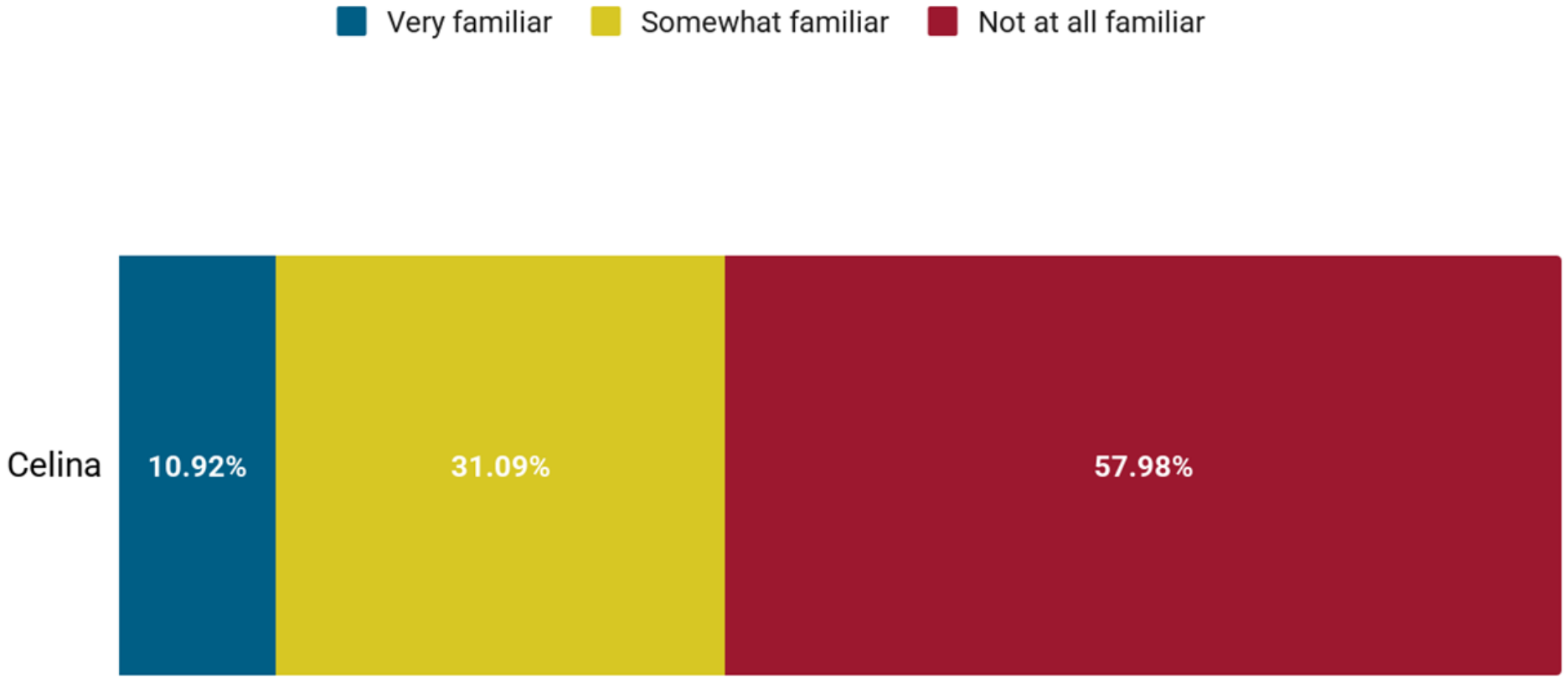
How familiar are you with the following communities in Collin County?



CAP Study

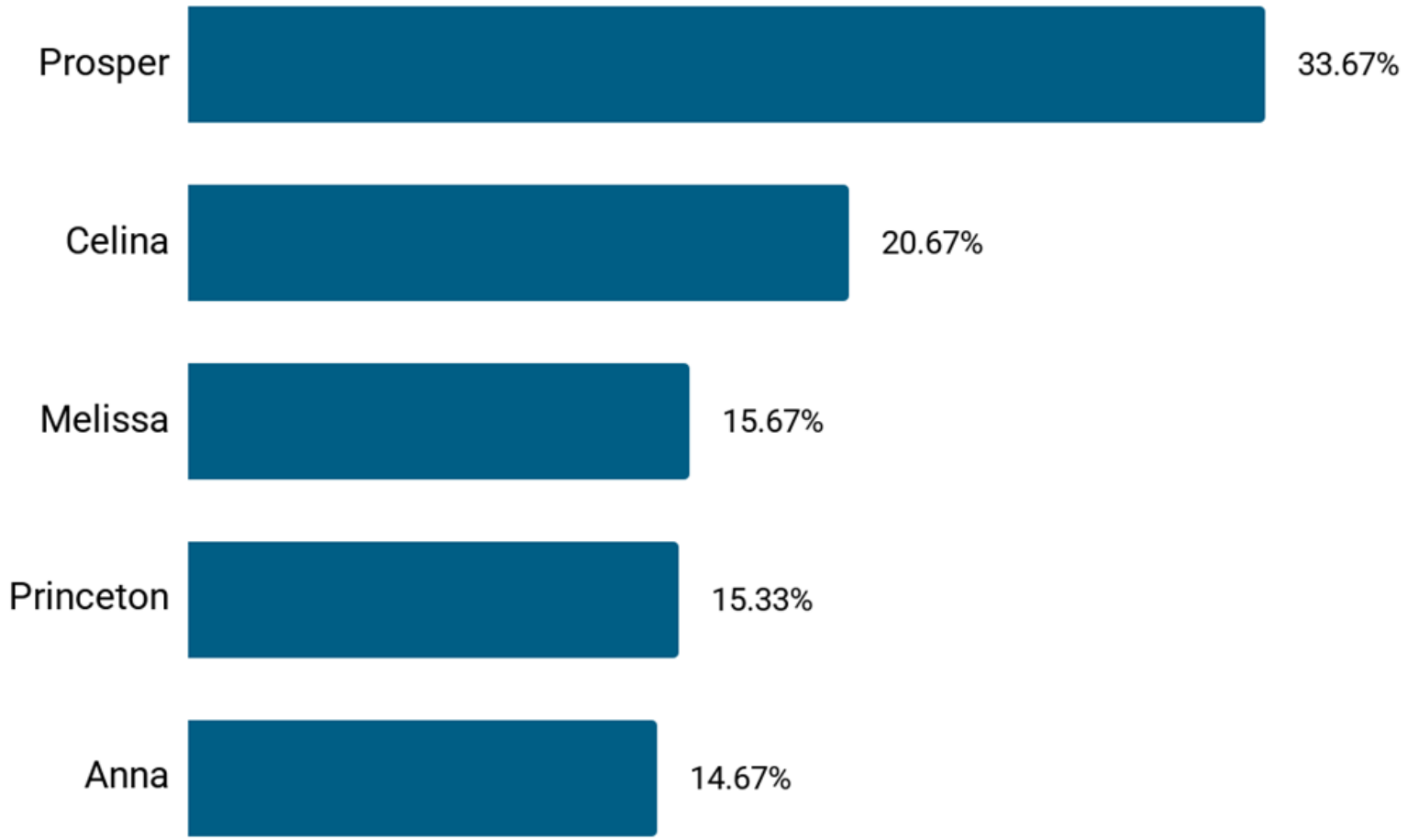
CELINA ONLY, TERMINATIONS INCLUDED

How familiar are you with the following communities in Collin County?



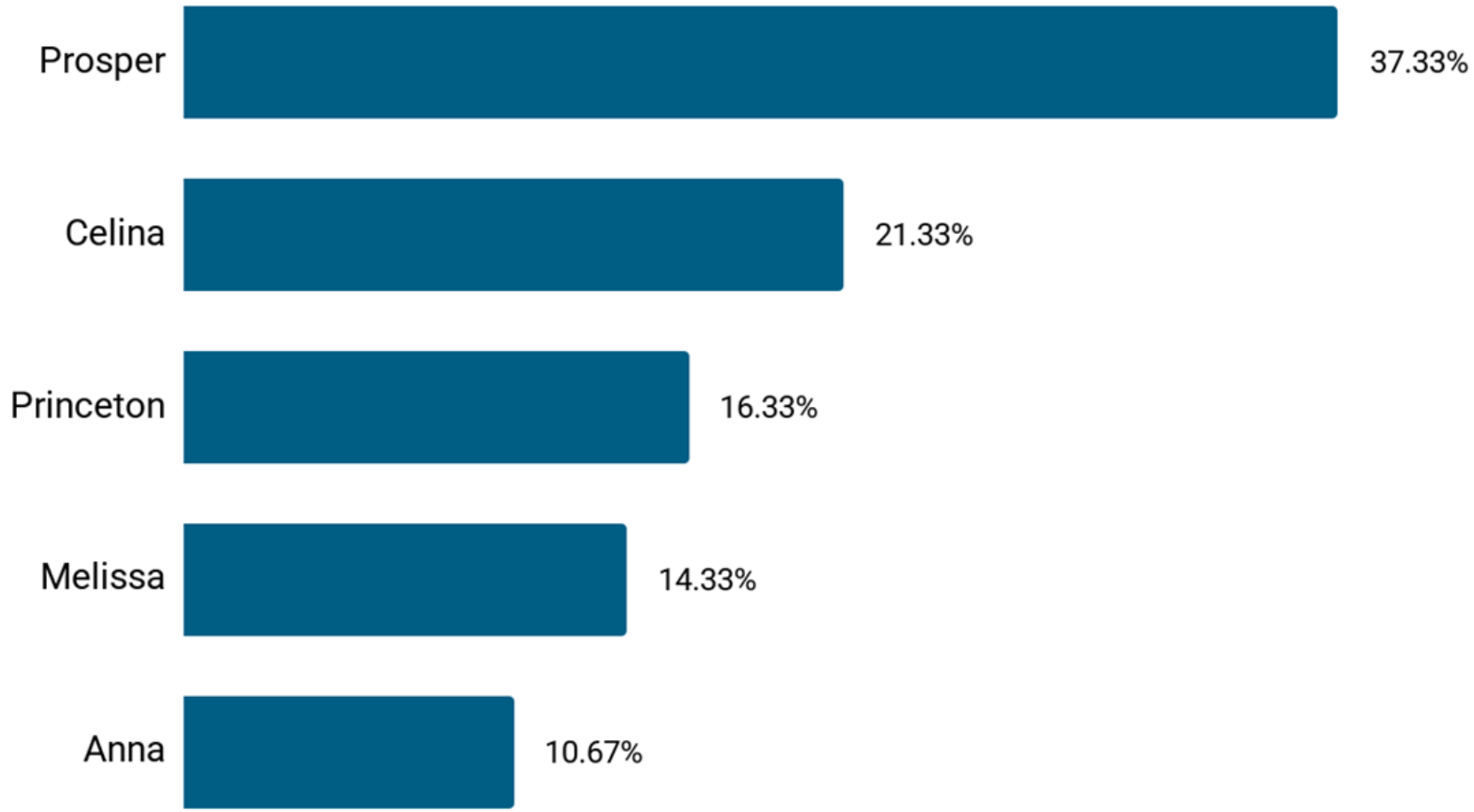
CAP Study

In general, which of the following do you think are the best places for someone to buy a home?



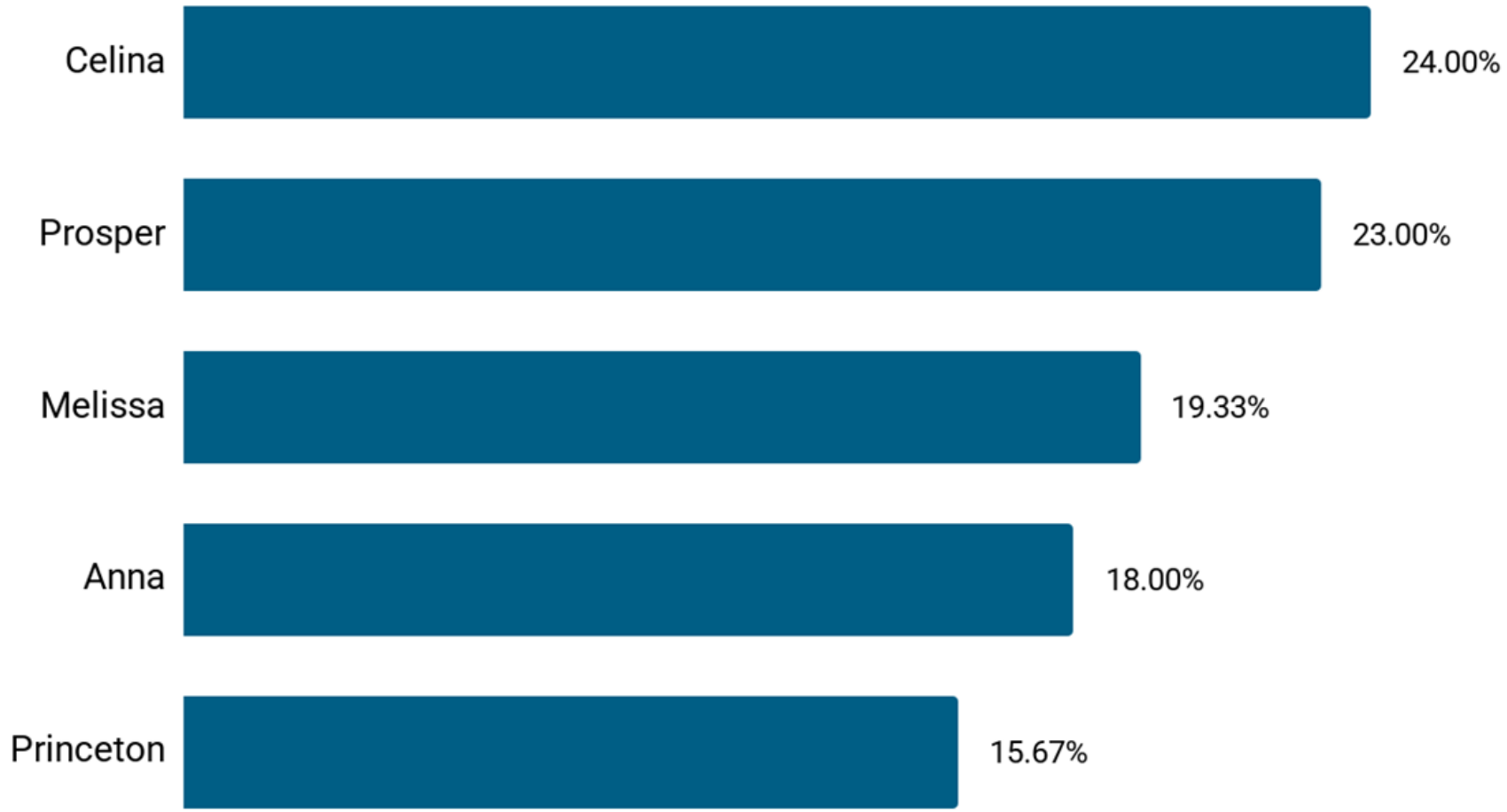
CAP Study

In general, which of the following do you think are the best places for someone to start a business?



CAP Study

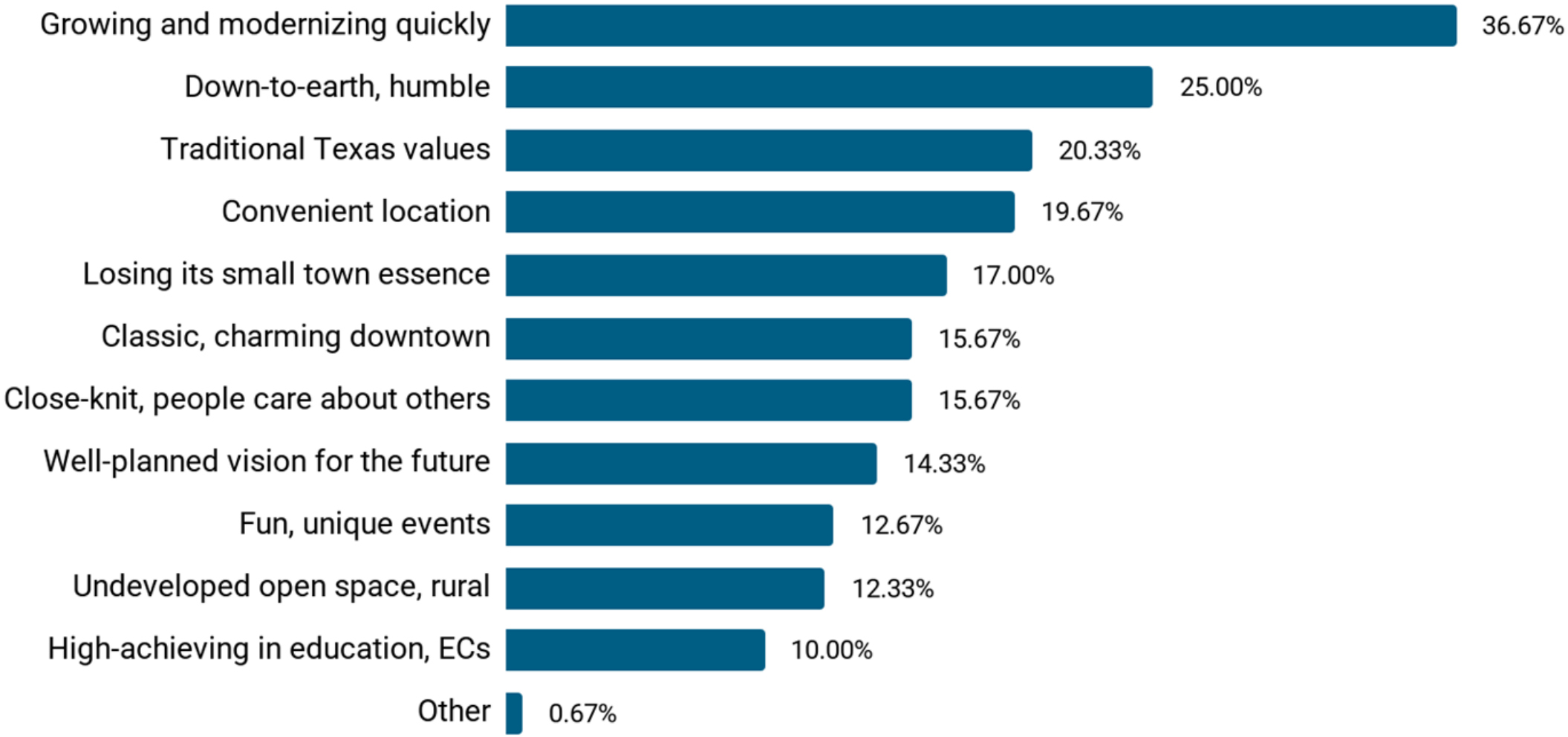
Which of the following communities do you think offers a small-town Texas character that makes both residents and visitors feel welcome and safe at all times?



Perceptions

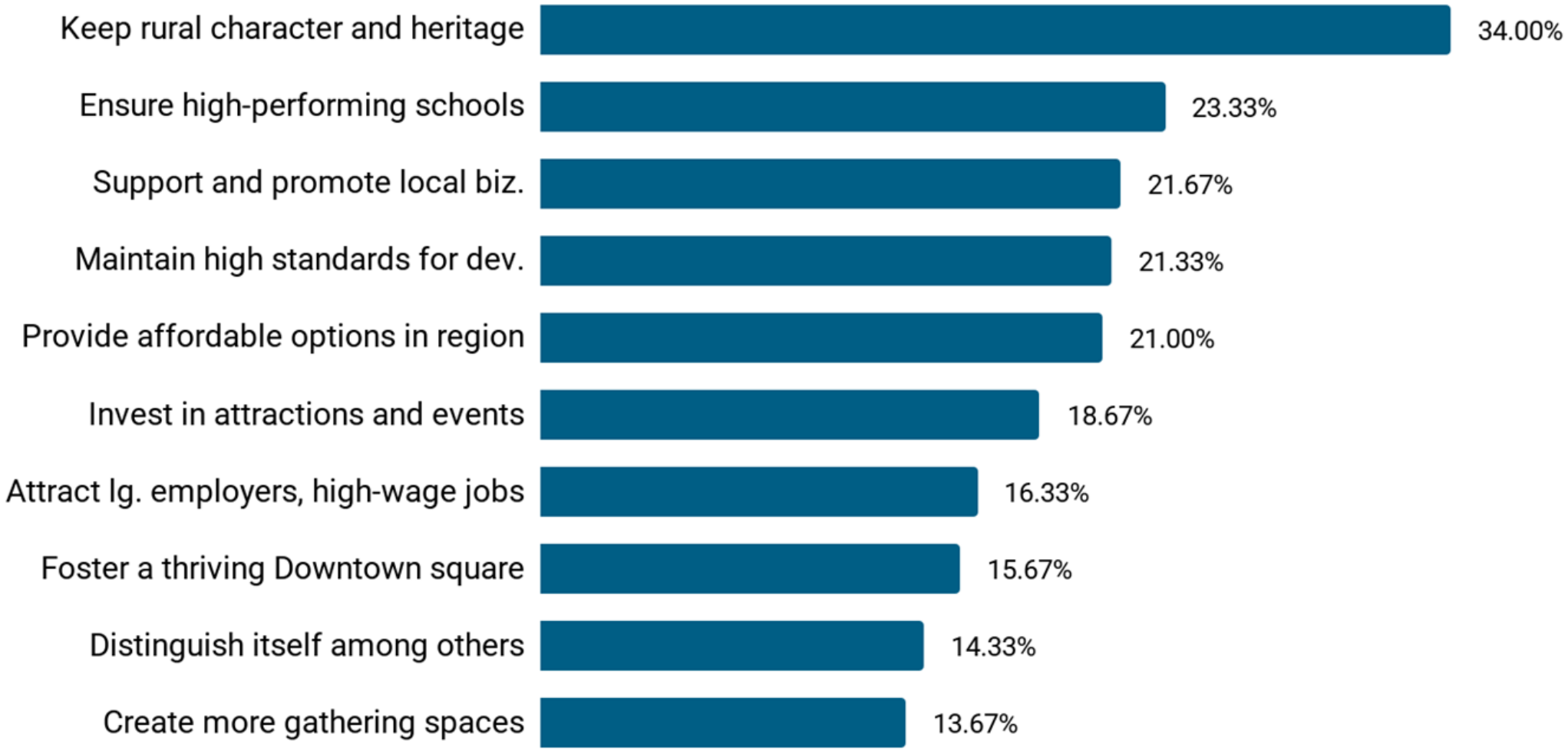
CAP Study

Which phrase best describes Celina, Texas?
Choose two answers.



CAP Study

Which of the following do you think will be most important to the future success of Celina?
Choose two answers.



Celina EDC Strategy

Celina EDC DNA Platform Statement

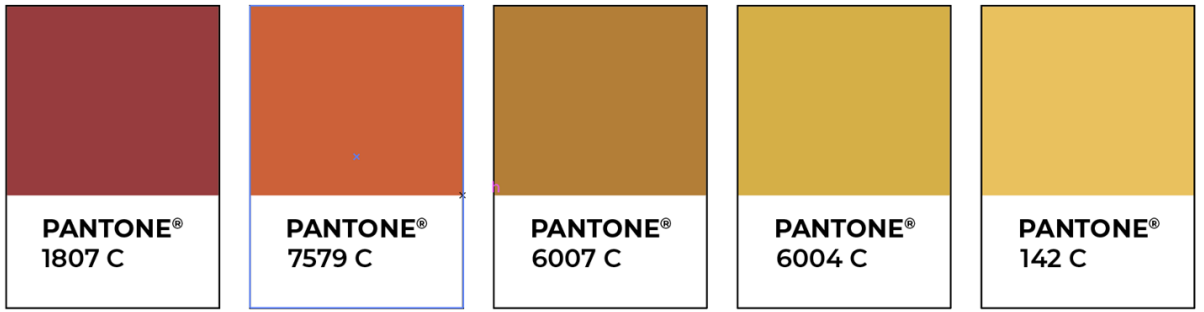
Target Audience:	***For those who believe wide-open spaces should mean wide-open opportunity,***
Frame of Reference:	***Celina, rising at the frontier of North Texas growth***
Point-of-Difference:	***is a city where character and connection still drive progress***
Benefit:	***so you can seize your moment in a place where the deals are honest, the doors are open, and the timing's just right.***

Logo & Strapline

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

Celina Color Palette



Celina Brand Standards

TYPEFACES

Files have been provided in a variety of formats that allow use of the Celina EDC logo without purchasing typefaces. The logo itself is considered a piece of artwork and should not be changed. However, if additional customizations are made to the logo, such as adding an event name, it will be necessary to purchase the appropriate license for the typeface. Note: some typefaces may be available for use through any existing Adobe Creative Cloud subscription that the city marketing department has.

Semplicita Pro
Medium
Primary Headline

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Antonia Variable
Variable Weights
Tagline Base Font
Primary Body Copy

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

LOGO USAGE GUIDELINES

The following guidelines illustrate the proper use of the Celina EDC logo.

CELINA ECONOMIC DEVELOPMENT
The Texas you were promised.

PRIMARY LOGO
The lockup of the logo with the tagline is the preferred logo, and should be used in most circumstances.

CELINA ECONOMIC DEVELOPMENT

LOGO (WITHOUT TAGLINE)
This logo may also be used without the tagline. This is generally recommended when the tagline is being used as a headline or graphic element in the same design in which the logo appears or when space is limited.

ICON
The icon should be used when the primary logo's size is too large for the space it will occupy. The icon can also be used as a standalone design element or identifier.

CELINA ECONOMIC DEVELOPMENT
The Texas you were promised.

LOGO SAFE AREA
No other object should be placed within the safe area around the logo. The safe area is a boundary identified by the 2x the height of the 'C' in Celina.

CELINA ECONOMIC DEVELOPMENT
CELINA ECONOMIC DEVELOPMENT

1-COLOR VERSIONS
The 1-color version of the logo should be used in circumstances where a limited palette is required, or when the logo is printed in black or white.

The Texas you were promised. 4

COLOR PALETTE

The color palette provides a guide for keeping a consistent color scheme within the brand. Consult the color palette shown below and work closely with professional printing services to ensure proper colors are used. The palette is intended to enhance the development of a cohesive brand. All designs should rely primarily (exclusively if at all possible) on the colors within the palette.

PANTONE® 1807 C	PANTONE® 7579 C	PANTONE® 6007 C	PANTONE® 6004 C	PANTONE® 142 C
HEX #A4343A CMYK 14/85/63/30 RGB 164/52/58	HEX #DC582A CMYK 3/74/86/6 RGB 220/88/42	HEX #BC7B23 CMYK 8/47/89/24 RGB 188/123/35	HEX #DDAD2B CMYK 5/27/87/12 RGB 221/173/43	HEX #F1BE48 CMYK 4/26/78/2 RGB 241/190/72

PANTONE® 2227 C	PANTONE® 7467 C	PANTONE® 4167 C	PANTONE® 2642 C	PANTONE® 317 C
HEX #59BEC9 CMYK 62/1/23/0 RGB 89/190/201	HEX #00A3AD CMYK 75/7/31/7 RGB 0/163/173	HEX #32645C CMYK 75/32/53/39 RGB 50/100/92	HEX #5A8DB4 CMYK 63/22/44/19 RGB 90/141/132	HEX #B1E4E3 CMYK 33/0/16/0 RGB 177/228/227

Keep in Mind:

The PANTONE® swatches above and their HEX/CMYK/RGB breakdowns are an accurate representation of your brand colors. Every design software has its own color management system that may cause the values to vary or appear incorrect. Use the color breakdown that best suits your design software and matches the swatches to keep your colors as accurate as possible.

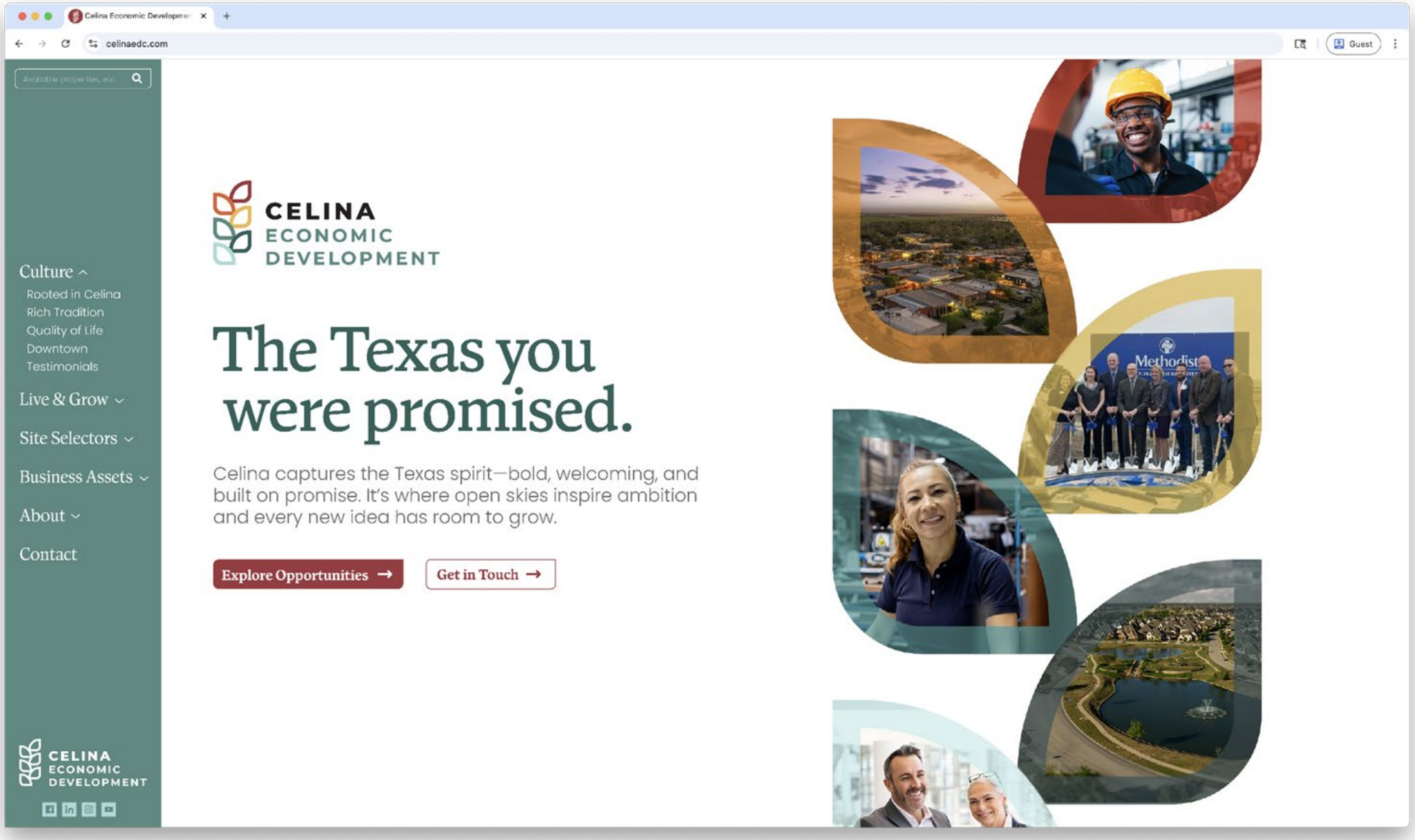
The Texas you were promised. 6

Visual Direction

IF YOU'RE THINKING
OF BRINGING YOUR
BUSINESS TO TEXAS,
BRING IT TO TEXAS.
When you bring your business to Celina, you get more than just an address.
You get a community that champions your success, partners who keep their word,
and a place where your future can stretch as far as the horizon.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
celinaedc.com

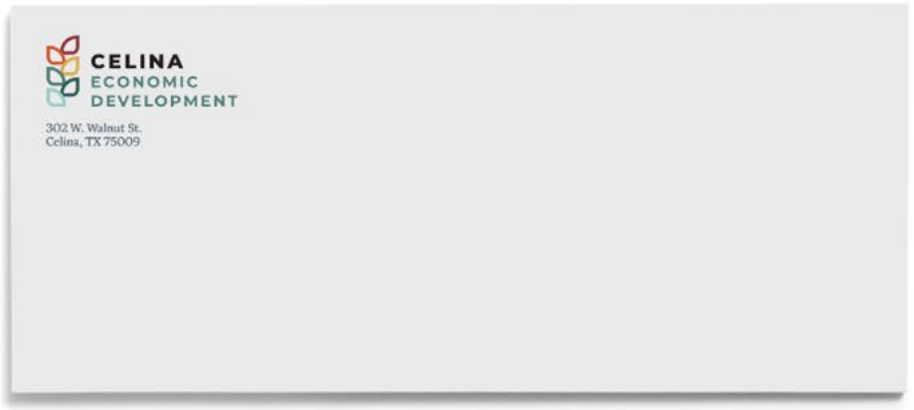
A promise of opportunity.
A promise of cooperation.
A promise of growth.
A promise of a future built together.
We deliver on the Texas you've heard about. Where growth is intentional, red tape is cut, and your investment goes further. With plenty of space for your business, a thriving hometown spirit, and a workforce that's ready on day one, everything in Celina is designed to help your business thrive.
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
celinaedc.com

Brand Executions


Celina Economic Developme
celinaedc.com
Guest
Available properties, etc
Culture
Rooted in Celina
Rich Tradition
Quality of Life
Downtown
Testimonials
Live & Grow
Site Selectors
Business Assets
About
Contact
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
Celina captures the Texas spirit—bold, welcoming, and built on promise. It's where open skies inspire ambition and every new idea has room to grow.
Explore Opportunities →
Get in Touch →
Methodist
CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.

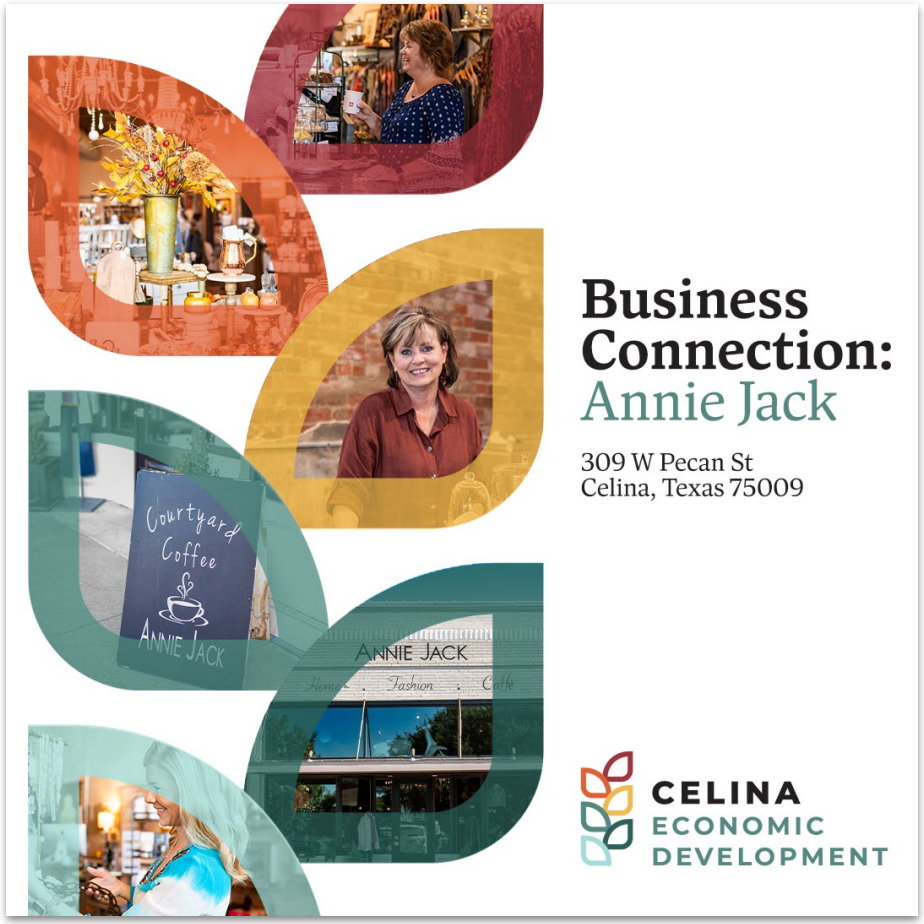
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
302 W. Walnut St. Celina, TX 75009 | 972-382-3455 | celinaedc.com

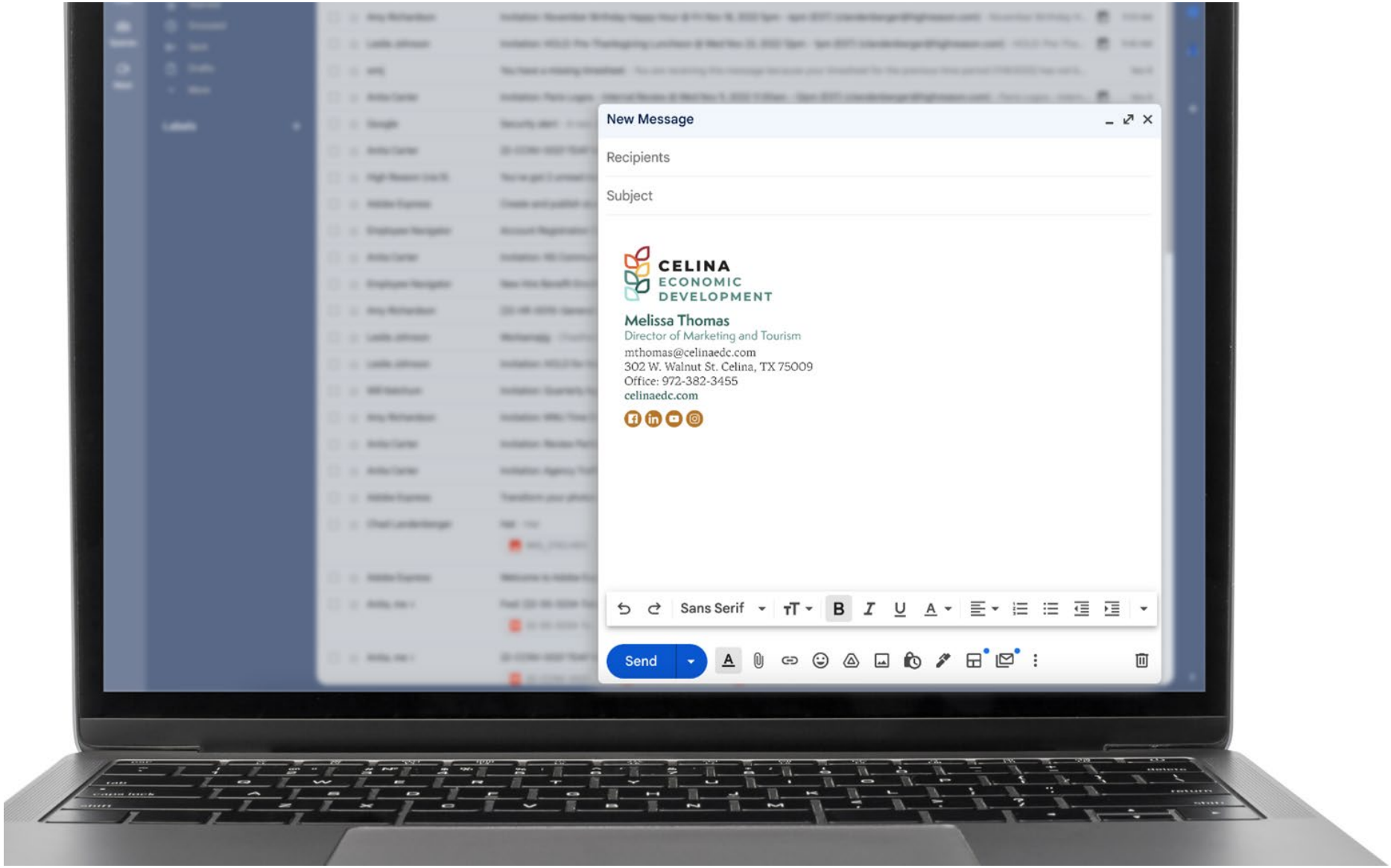

CELINA
ECONOMIC
DEVELOPMENT
302 W. Walnut St.
Celina, TX 75009

The Texas you were promised.

CELINA
ECONOMIC
DEVELOPMENT
Melissa Thomas
celinaedc.com

THE TEXAS YOU
WERE PROMISED.
TERRAMANIA
DECOR INSPIRED BY NATURE
CELINA
ECONOMIC
DEVELOPMENT


Business
Connection:
Annie Jack
309 W Pecan St
Celina, Texas 75009
Courtyard
Coffee
ANNIE JACK
ANNIE JACK
CELINA
ECONOMIC
DEVELOPMENT


New Message
Recipients
Subject
CELINA
ECONOMIC
DEVELOPMENT
Melissa Thomas
Director of Marketing and Tourism
mthomas@celinaedc.com
302 W. Walnut St. Celina, TX 75009
Office: 972-382-3455
celinaedc.com
Sans Serif
Send

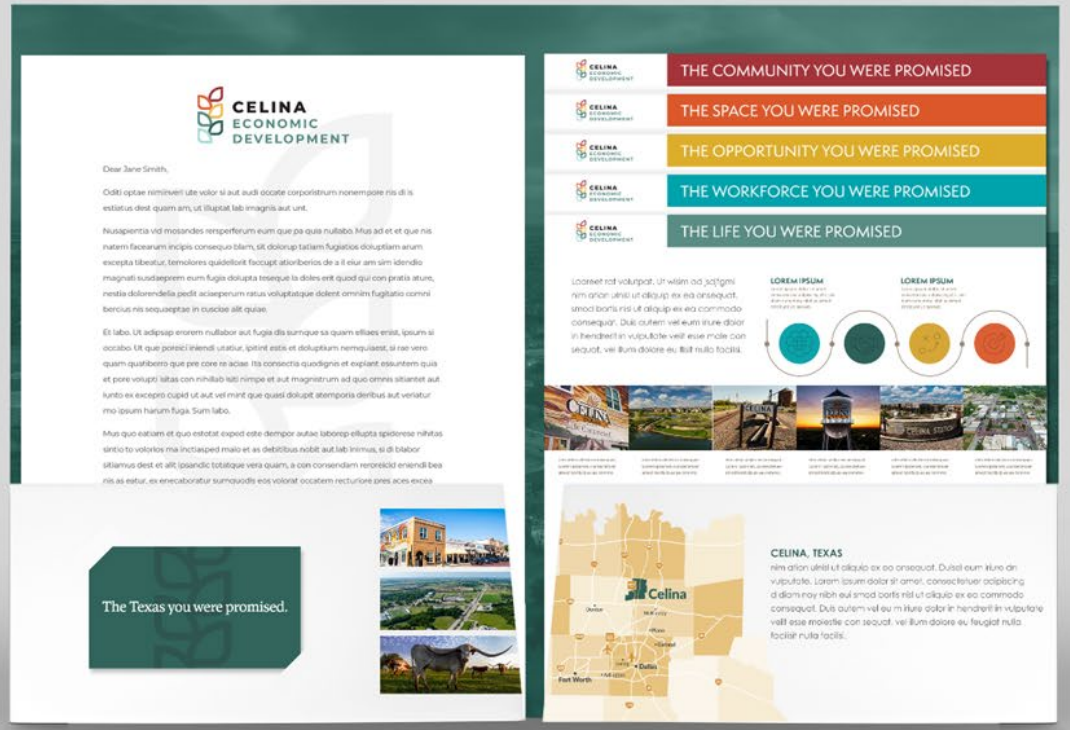
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.

CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
A promise of growth.
ANNIE JACK
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
+60K
Est. 5-Year
Population Growth
78
Protected
Square Miles
154K
Trade Area
Population
>96%
Graduation Rate
(vs 90% Statewide)
1G
Internet
Speeds
#1
Fastest Growing
City in North Texas
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.
A promise of opportunity.

CELINA
ECONOMIC
DEVELOPMENT

CELINA
ECONOMIC
DEVELOPMENT

The Texas you were promised.
CELINA
ECONOMIC
DEVELOPMENT


CELINA
ECONOMIC
DEVELOPMENT
Dear Jane Smith,
The Texas you were promised.
THE COMMUNITY YOU WERE PROMISED
THE SPACE YOU WERE PROMISED
THE OPPORTUNITY YOU WERE PROMISED
THE WORKFORCE YOU WERE PROMISED
THE LIFE YOU WERE PROMISED
LOREM IPSUM
LOREM IPSUM
CELINA, TEXAS
Celina
Dallas
Fort Worth

Welcome to
The Texas you were promised.
CELINA
ECONOMIC
DEVELOPMENT

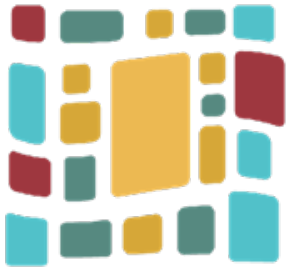
CELINA
ECONOMIC
DEVELOPMENT
The Texas you were promised.

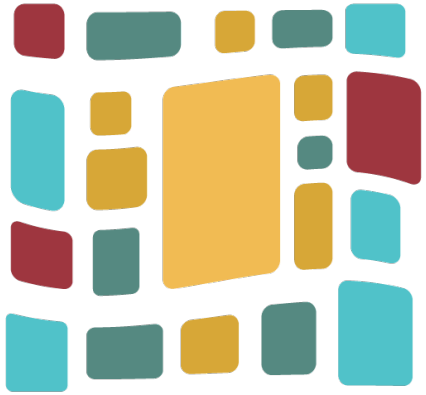
Downtown Celina Strategy

Downtown Celina DNA Platform Statement

Target Audience:	***For neighbors, newcomers, and next-big-thing believers,***
Frame of Reference:	***Downtown Celina, the heartbeat of one of America's fastest-growing cities,***
Point-of-Difference:	***is where the pace of progress still makes room for connection,***
Benefit:	***so you can build a life, a livelihood, or a weekend around a front porch spirit and forward momentum.***

Logo & Strapline





DOWNTOWN
CELINA

Texas Squared.

Historical Foundations
J. Fred Smith's Legacy

- In 1910, Celina resident J. Fred Smith fundamentally reshaped the town's layout by designing a brick-lined square surrounded by uniform buildings, all arranged on a clear, navigable grid pattern. This shift replaced older wooden structures, and by July 1911, the newly built brick buildings and gravel streets began to define the downtown aesthetic.
- Smith's vision was not only architectural it enhanced land use efficiency, walkability, and connectivity among businesses, civic spaces, and residents, fostering a vibrant town-square hub.
- Today, that same Historic Downtown Square embodies Celina's small-town character, community-oriented identity, and serves as both a symbolic and functional anchor for growth and civic life.

Symbolism in the New Brand

- The new logo echoes the grid and square motif - reviving the familiar downtown layout while blending in a sense of nostalgia, movement, and modern design interpretation of Celina's downtown.
- By highlighting brick-style gridlines, the logo celebrates Celina's rich brick heritage and positions the Square as the heart of the city.
- It embodies Downtown's vibrancy, reflecting today's dynamic mix of tradition and innovation from the historic bricks to new landmarks like the government center, Hey Day, the Silos, Terramania, and ongoing developments.
- Recent projects such as the Huddleston Building construction exemplify how modernization can seamlessly integrate with historic charm, preserving the *rural feel* even as Downtown evolves.

Why It Matters

- The brand is more than visual branding, it is a bridge between Celina's past and its future, honoring an enduring civic design while showcasing a community in motion.
- The brand reinforces Celina's identity as a place where preservation and progress walk hand in hand, anchored by its historic square yet moving boldly forward.
- In capturing growth (the thriving events, redevelopment efforts) and history (brick grid, community planning), the design visually tells the story of Celina's evolution rooted in a strong sense of place.

PANTONE®
2227 C
PANTONE®
7467 C
PANTONE®
4167 C
PANTONE®
2642 C
PANTONE®
317 C
PANTONE®
1807 C
PANTONE®
7579 C
PANTONE®
6007 C
PANTONE®
6004 C
PANTONE®
142 C

Downtown Celina Brand Standards

COLOR PALETTE

The color palette provides a guide for keeping a consistent color scheme within the brand. Consult the color palette shown below and work closely with professional printing services to ensure proper colors are used. The palette is intended to enhance the development of a cohesive brand. All designs should rely primarily (exclusively if at all possible) on the colors within the palette.

PANTONE® 1807 C	PANTONE® 7579 C	PANTONE® 6007 C	PANTONE® 6004 C	PANTONE® 142 C
HEX #A43434	HEX #DC582A	HEX #BC7B23	HEX #DDAD2B	HEX #F1BE48
CMYK 14/85/63/30	CMYK 3/74/86/6	CMYK 8/47/89/24	CMYK 5/27/87/12	CMYK 4/26/78/2
RGB 164/52/58	RGB 220/88/42	RGB 188/123/35	RGB 221/173/43	RGB 241/190/72

PANTONE® 2642 C	PANTONE® 317 C
HEX #5A8D84	HEX #B1E4E3
CMYK 63/22/44/19	CMYK 33/0/16/0
RGB 90/141/132	RGB 177/228/2

s are an accurate representation of your brand c
y cause the values to vary or appear incorrect. Us
ches to keep your colors as accurate as possible.

LOGO USAGE GUIDELINES

The following guidelines illustrate the proper use of the Downtown Celina logo.

PRIMARY LOGO
The lockup of the logo with the tagline is the preferred logo, and should be used in most circumstances.

LOGO (WITHOUT TAGLINE)
This logo may also be used without the tagline. This is generally recommended when the tagline is being used as a headline or graphic element in the same design in which the logo appears or when space is limited.

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The 1-color version of the logo should be used in circumstances where a limited palette is required, or when the logo is printed in black or white.

Texas Squared. 4

TYPEFACES

Files have been provided in a variety of formats that allow use of the Celina EDC logo without purchasing typefaces. The logo itself is considered a piece of artwork and should not be changed. However, if additional customizations are made to the logo, such as adding an event name, it will be necessary to purchase the appropriate license for the typeface. Note: some typefaces may be available for use through any existing Adobe Creative Cloud subscription that the city marketing department has.

Semplicita Pro Medium Primary Headline	1 2 3 4 5 6 7 8 9 0 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z a b c d e f g h i j k l m n o p q r s t u v w x y z
Antonia Variable Variable Weights Tagline Base Font Primary Body Copy	1 2 3 4 5 6 7 8 9 0 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z a b c d e f g h i j k l m n o p q r s t u v w x y z
Bennet Banner Variable Weights Tagline Base Font Alt Body Copy	1 2 3 4 5 6 7 8 9 0 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z a b c d e f g h i j k l m n o p q r s t u v w x y z

Texas Squared. 7

Visual Direction

GREAT SHOPPING²
AMAZING DINING²
FUN FESTIVALS²
GOOD TIMES²
Welcome To Texas, Squared.
From the friendly welcome of local shopkeepers to the music drifting from our downtown square, Celina instantly makes you feel at home. It's a place where tradition and possibility shake hands, and neighbors greet you by name. Here, we don't just have Texas spirit—we've doubled it.
DiscoverCelina.com
DOWNTOWN CELINA

THE BEST OF TEXAS,
AND THEN SOME.
In the heart of Celina, you'll find a downtown with the warmth of a tight-knit community and the energy of a place on the rise.
From lively events to evenings under a canopy of stars on the square, every moment has something extra.
This is where Texas pride and Texas charm come together – this is Texas Squared.
DOWNTOWN CELINA
Texas Squared.
DiscoverCelina.com

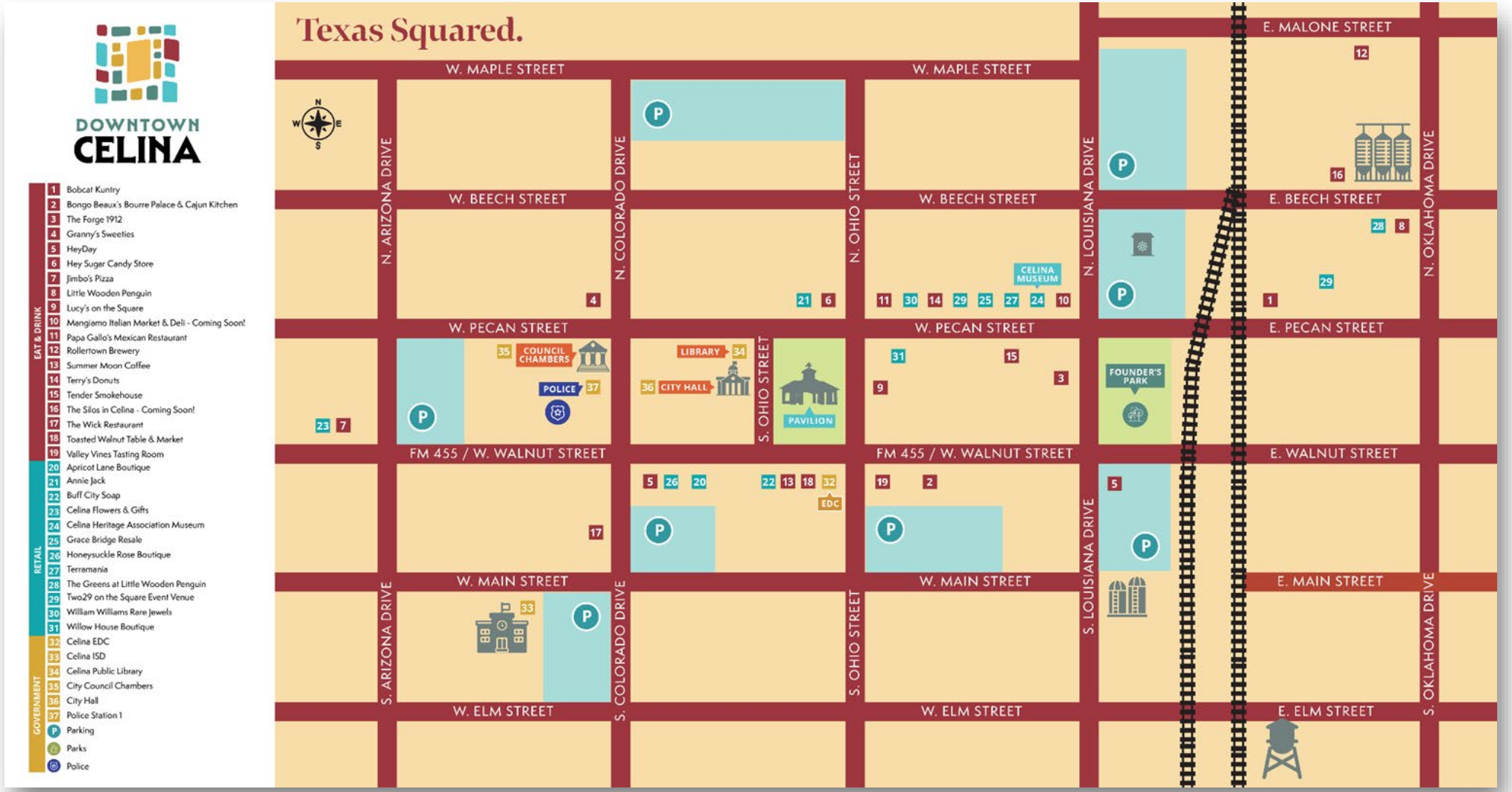
Brand Executions

DOWNTOWN
CELINA

GREAT SHOPPING²
Texas Squared.
AMAZING DINING²
Texas Squared.
GOOD TIMES²
Texas Squared.
DOWNTOWN
CELINA

CAJUN FEST
CAJUN FEST

DOWNTOWN
CELINA


DOWNTOWN
CELINA
EAT & DRINK
1 Bobcat Kuntry
2 Bongo Beaux's Bourre Palace & Cajun Kitchen
3 The Forge 1912
4 Granny's Sweeties
5 HeyDay
6 Hey Sugar Candy Store
7 Jimbo's Pizza
8 Little Wooden Penguin
9 Lucy's on the Square
10 Mangiamo Italian Market & Deli - Coming Soon!
11 Papa Gallo's Mexican Restaurant
12 Rollertown Brewery
13 Summer Moon Coffee
14 Terry's Donuts
15 Tender Smokehouse
16 The Silos in Celina - Coming Soon!
17 The Wick Restaurant
18 Toasted Walnut Table & Market
19 Valley Vines Tasting Room
RETAIL
20 Apricot Lane Boutique
21 Annie Jack
22 Buff City Soap
23 Celina Flowers & Gifts
24 Celina Heritage Association Museum
25 Grace Bridge Resale
26 Honeysuckle Rose Boutique
27 Terramania
28 The Greens at Little Wooden Penguin
29 Two29 on the Square Event Venue
30 William Williams Rare Jewels
31 Willow House Boutique
GOVERNMENT
32 Celina EDC
33 Celina ISD
34 Celina Public Library
35 City Council Chambers
36 City Hall
37 Police Station 1
P Parking
Parks
Police
Texas Squared.
W. MAPLE STREET
W. BEECH STREET
W. PECAN STREET
FM 455 / W. WALNUT STREET
W. MAIN STREET
W. ELM STREET
E. MALONE STREET
E. BEECH STREET
E. PECAN STREET
E. WALNUT STREET
E. MAIN STREET
E. ELM STREET
N. ARIZONA DRIVE
N. COLORADO DRIVE
N. OHIO STREET
N. LOUISIANA DRIVE
N. OKLAHOMA DRIVE
S. ARIZONA DRIVE
S. COLORADO DRIVE
S. OHIO STREET
S. LOUISIANA DRIVE
S. OKLAHOMA DRIVE
COUNCIL CHAMBERS
POLICE
LIBRARY
CITY HALL
PAVILION
CELINA MUSEUM
FOUNDER'S PARK
EDC

A great place
for a coffee,
for your home,
or something
for yourself!
DOWNTOWN
CELINA

PROUD TO BE
DOING BUSINESS IN
DOWNTOWN
CELINA

CHRISTMAS
ON THE SQUARE
DOWNTOWN
CELINA

DOWNTOWN
CELINA
Texas Squared.

GIFT FROM
WNTOWN
ELINA
GIFT FROM
OWNTOWN
CELINA

Implementation and Next Steps

- Implementation:
  - North Star provided a comprehensive implementation guideline.
  - Phased rollout includes digital platforms, marketing collateral, and promotional campaigns.
  - FY 2026 will focus on coordinated launch and performance tracking.
- Next Steps:
  - Adoption by City Council and EDC Board in November 2025
  - Coordinate rollout efforts with City's marketing team
  - Winter launch event/stakeholder and media engagement

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ECONOMIC DEVELOPMENT CORPORATION

Questions?

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EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Executive Director of Economic Development
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Discussion regarding the master planning of Celina Economic Development Corporation's owned property. (Satarino)

Background Information:
The Celina Economic Development Corporation (CEDC) completed the acquisition of the Martinek Tract, a 31.858-acre property located along South Oklahoma Drive, on August 30, 2024, for a total cost of $13 million. This strategic purchase secures a key gateway into Historic Downtown Celina and supports the City's long-term vision for walkable, mixed-use growth. The property will serve as a catalyst for economic development, expanding Downtown's footprint while creating opportunities for retail, dining, office, and entertainment uses supported by public open space and integrated design.

Following a competitive RFP process, Norris Design, in partnership with JHP Architects and Catalyst Commercial, was selected to lead the Martinek Tract Master Plan. The eight-month planning process, running September 2025 through April 2026, will engage stakeholders, evaluate development scenarios, and produce a preferred master plan complete with zoning recommendations, economic strategies, and a phased implementation roadmap. This team brings strong familiarity with Celina and award-winning experience, including the Bobcat Trail at Traditions Park Master Plan.

To guide this effort, a Steering Committee has been formed with representatives from the CEDC, Downtown Commission, Planning & Zoning, Parks & Recreation, and Community Development Corporation. Staff requests the appointment of one City Council representative to serve on the committee, which will meet periodically through April 2026 to review progress, provide feedback, and ensure alignment with City goals.

Tentative meeting schedule is as follows (all meetings will be held from 4:00–5:30 PM at the EDC

Office):
• October – One-on-One Consultant Interview with Steering Committee Members
• November 5 – Kickoff & Review of Stakeholder Data
• December 3 – Synthesize Public Input & Review Data
• January 7 – Preferred Master Plan Drafting
• March 4 – Final Plan Review

Steering Committee
• Andrew Donaldson, Vice President, Economic Development Corporation
• Jack Ousley, Chairman, Downtown Commission
• Shawn Bain, Chairman, Planning & Zoning Commission
• Mathew Eberius, Chairman, Parks & Recreation
• Ray Tingle, Chairman, Community Development Corporation
• City Council, TBD

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

CELINA EDC

Martinek Tract

Worksession
City Council
October 14, 2025

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ECONOMIC DEVELOPMENT
CORPORATION

Martinek Tract

Land Acquisition Summary
Closing Date: August 30, 2024
Property: 31.858 acres in Collin County, TX (John Willock & B.B.B. & C. R.R. Surveys)

Seller: Martinek Farming LLC (97%), South Side of Ash LLC (2%), Martinek Grain & Bins Inc. (1%)

Buyer: Celina Economic Development Corporation

Purchase Price: $13,000,000
Total Closing Costs: $288,231.22
Gross Due by Purchaser: $13,288,231.22
Credits Applied (Loan, Taxes, Leaseback, Earnest Money): $5,135,150.94
Final Balance Paid at Closing: $8,153,080.28

Purpose: Strategic land acquisition to support Celina's future economic development initiatives

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Martinek Tract

Next Steps

- Engage consultant to masterplan the site

CEDC staff sought proposals from qualified firms to provide professional land planning consultancy services to assist in developing a single, highest-and-best-use master plan for the approximately 31-acre EDC-owned tract located along S Oklahoma Drive, entryway to Historic Downtown Celina.

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Martinek Tract

The RFP provided interested firms with the information necessary to prepare and submit their proposals.

The scope of the project will shape the site into a walkable, safe, mixed-use destination with elements including, but not limited to:

- Retail and dining establishments
- Office spaces
- Entertainment venues
- Outdoor public spaces/parks
- Integrated and adaptable mixed-use components

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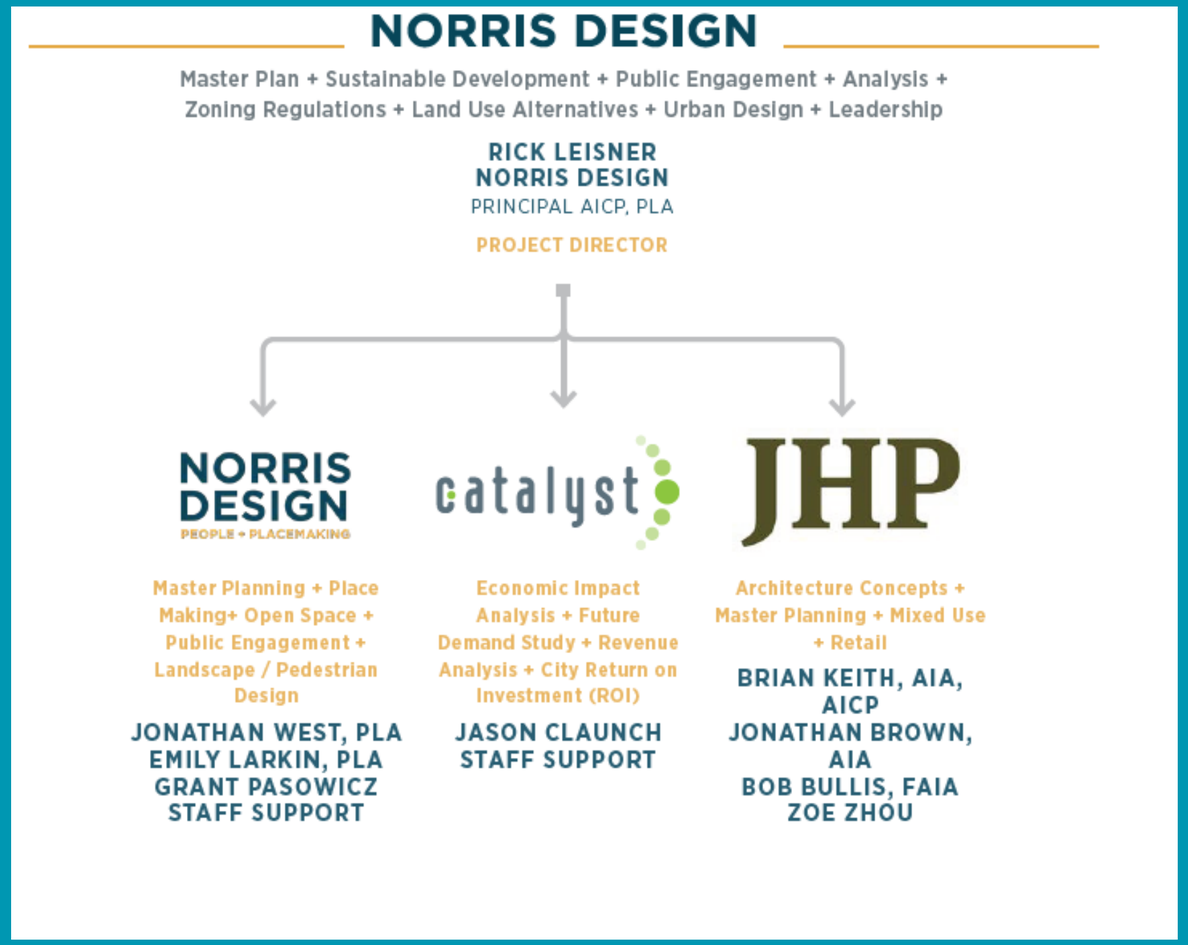
Norris Design Team



Norris Design, a Dallas-based planning and design firm, has previously worked successfully with the City of Celina. Their architecture partner, JHP Architects, is familiar with the 31-acre site, having developed initial concepts for a prior private developer. Now, with a broader client base, they are collaborating with Jason Claunch of Catalyst Commercial, who brings extensive experience in implementing master plans and BID frameworks, and has deep knowledge of Celina.

The team's approach includes creating 2–3 development scenarios to guide stakeholders toward a preferred master plan, combining financial strategy, entertainment-focused planning, and concept architecture to inspire community engagement and support.

Norris Design Team

Bobcat Trail at Traditions Park
Celina, Texas

Completed in 2021, this 25-acre master plan project in eastern Downtown Celina centers around Doe Branch and the historic Bobcat Stadium. It was recognized with the 2021 CLIDE Award and a 2022 Honorable Mention from the Greater Dallas Planning Council. The plan envisions trails, public recreation, and mixed-use development—connecting southern neighborhoods to Downtown via a key greenbelt corridor. It leverages vacant and City-owned land to support long-term redevelopment and community growth.

Project Duration: Sept 2025 - Apr 2026

- **Month 1 – September 2025 Project Initiation:** Kick-off meeting with CEDC, Form Steering Committee, Launch project website; Identify stakeholder interview list; Begin site assessment
- **Month 2 – October 2025 Stakeholder & Survey Design:** Conduct key stakeholder interviews; Develop community survey questions; Launch 60-day survey outreach
- **Month 3 – November 2025 Alternative Scenario Development I:** Develop 2–3 Master Plan alternatives; Land use, entertainment, and mixed-use concepts; Create conceptual use agreements
- **Month 4 – December 2025: Scenario Development II & Public Input:** Continue refinement of alternatives; Prepare for and host Stakeholder Meeting;
  Collect community feedback

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Project Duration: Sept 2025 - Apr 2026

- **Month 5 – January 2025: Preferred Master Plan Drafting:** Analyze survey and public meeting input; Begin drafting Preferred Master Plan; Create updated conceptual materials
- **Month 6 – February 2026: Economic Strategy & Zoning Analysis:** Develop PPP and BID strategies; Assess zoning/replat recommendations; translate into a zoning document that we can file at completion of project; Draft development use agreements
- **Month 7 – March 2026: Final Plan & Report Preparation:** Finalize Preferred Master Plan; Begin writing final report; Prepare draft graphics and economic impact metrics
- **Month 8 – April 2026: Presentations & Final Deliverables:** Present to CEDC and City Council; Submit final report with community branding tie-ins; Provide implementation roadmap and visuals

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STEERING COMMITEE

To support this effort, we are convening a steering committee with representation from City Council, the EDC Board, Planning & Zoning Commission, Parks & Recreation Board/CDC, and the Downtown Commission.

Tentative meeting schedule is as follows
(all meetings will be held from 4:00–5:30 PM at the EDC Office):

- October – One-on-One Consultant Interview with Steering Committee Members
- November 5 – Kickoff & Review of Stakeholder Data
- December 3 – Synthesize Public Input & Review Data
- January 7 – Preferred Master Plan Drafting
- March 4 – Final Plan Review

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STEERING COMMITEE

- Andrew Donaldson, Vice President, Economic Development Corporation
- Jack Ousley, Chairman, Downtown Commission
- Shawn Bain, Chairman, Planning & Zoning Commission
- Mathew Eberius, Chairman, Parks & Recreation
- Ray Tingle, Chairman, Community Development Corporation

Request: one representative from the City Council to join this steering committee.

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Questions?

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Discussion regarding the construction progress of Sunset Boulevard Asphalt Improvements. (Glasgow)

Background Information:
On November 19, 2024, the City received responses to bid 2025-010 for the Sunset Boulevard Asphalt Improvements. The project includes paving improvements on Sunset Boulevard between Preston Road (SH 289) and Coit Road. These improvements include the reconstruction of the existing two-lane asphalt pavement over approximately 6,300 feet. Additionally, the project includes the installation of a wastewater line, manholes, and necessary appurtenances, beginning at the intersection of Preston Road and Sunset Boulevard and extending eastward within the prescriptive right-of-way for approximately 4,300 feet.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
NA

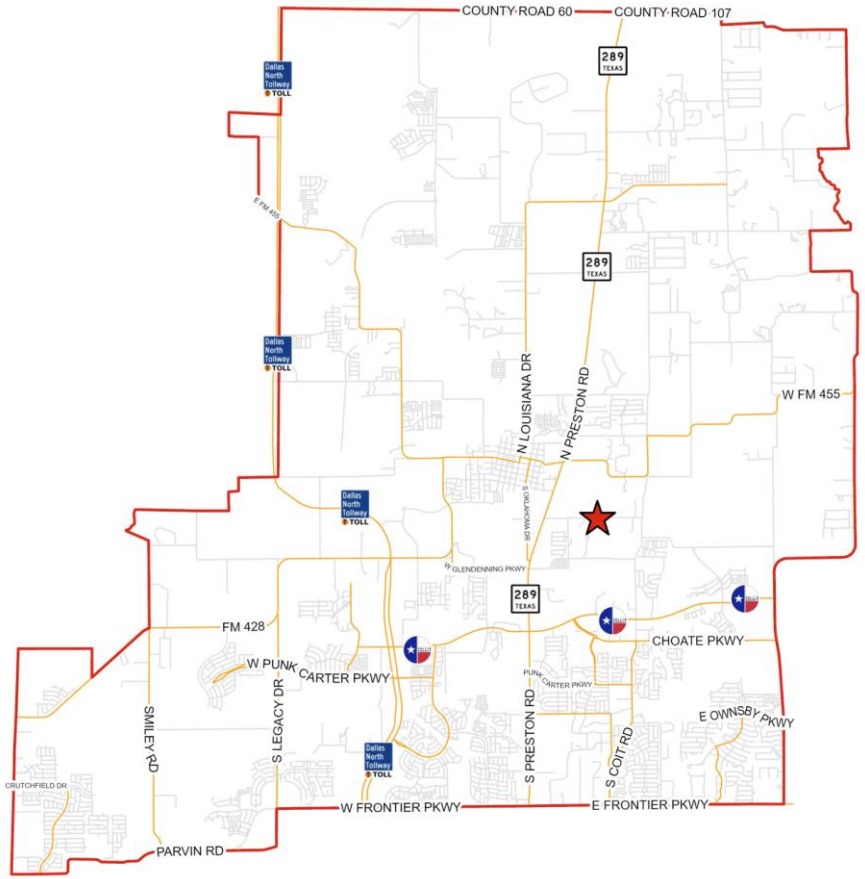
Staff Recommendation:
NA

SUNSET BOULEVARD ASPHALT IMPROVEMENTS CONSTRUCTION PROGRESS

October 14th, 2025

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

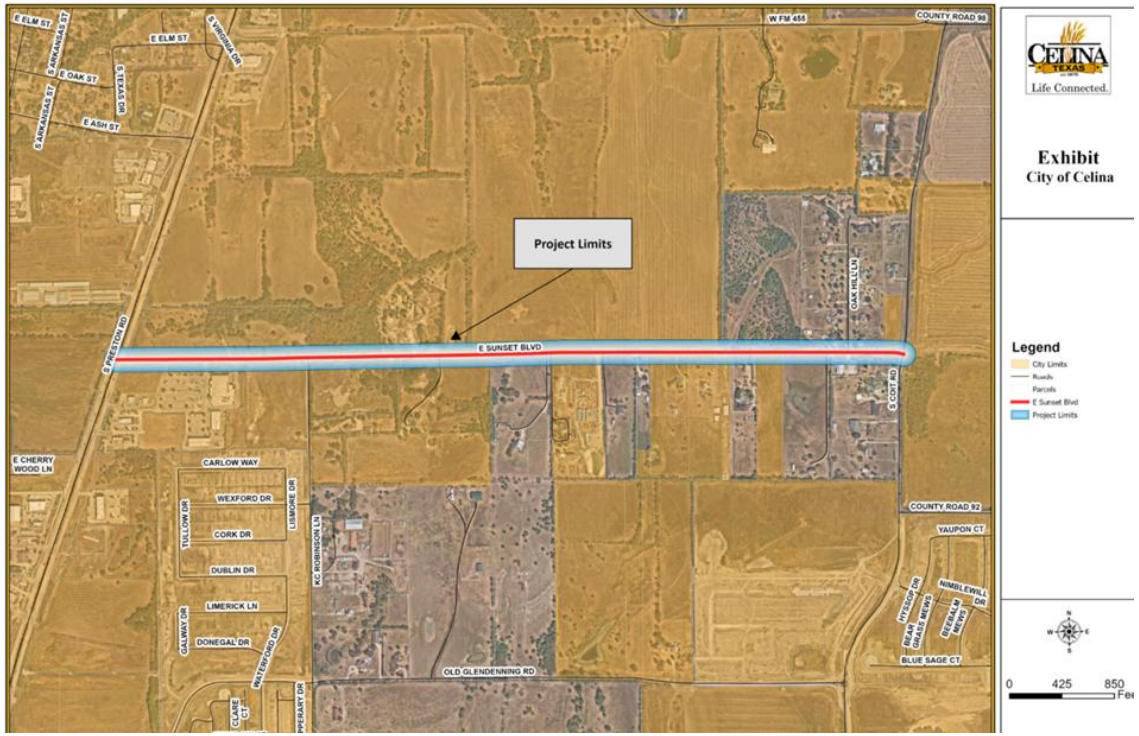
PROJECT LOCATION



- Sunset Blvd between Preston Rd (SH 289) AND Coit Rd.

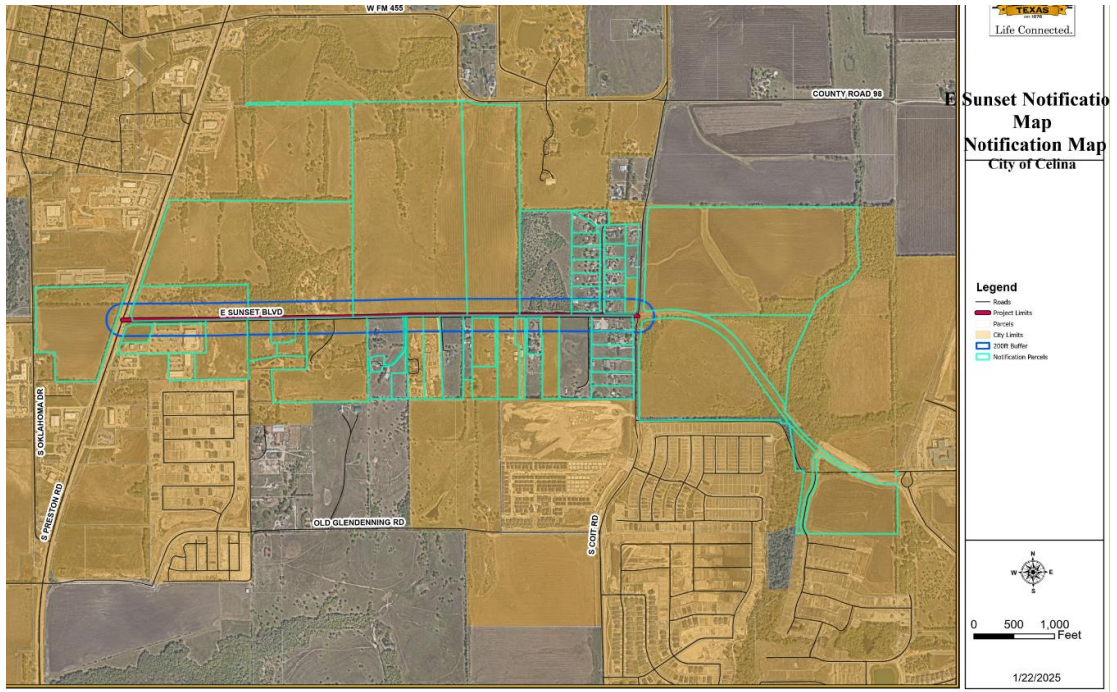
BACKGROUND

- An update was requested by Mayor Tubbs and Councilman Grumbles.
- The project includes the reconstruction of the existing two-lane asphalt roadway, installation of a 12-inch wastewater line, two grate inlets, and an 18-inch storm pipe at the Oak Hill Lane intersection.
- Construction contract was awarded December 2024.



BACKGROUND

- Public meeting notification were sent out in January 2025.
- A public meeting was held in February 2025 to share the construction phases.
- The initial construction phases were to start from Preston Road and work eastward to Coit Road.



CONSTRUCTION PHASES

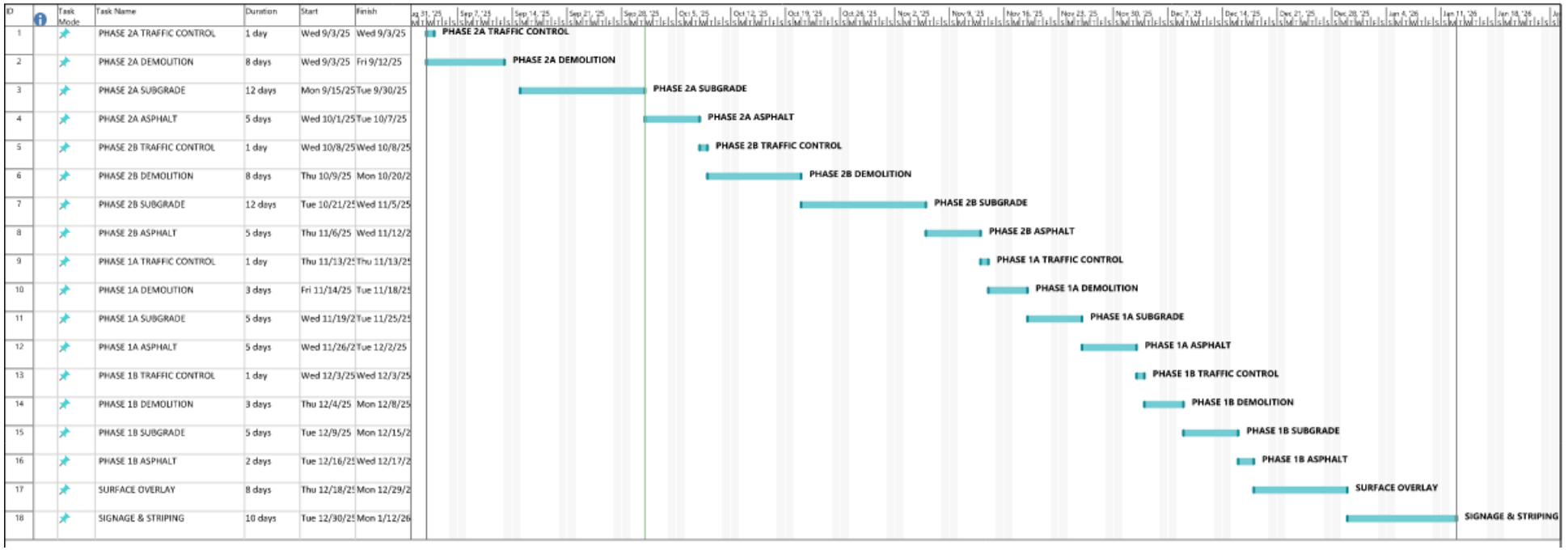
- Based on feedback from local business, the construction phases were reversed to begin at Coit Road to keep the intersection of Preston Rd and Sunset Blvd open during their busiest seasons (March to early June, and October to November). Additionally, Phases 1 and 2 were modified to include partial road closures.

CONSTRUCTION PROGRESS

- Sanitary sewer and storm installation are completed.
- Phases 4 & 3 are completed.
- The construction is currently in phase 2.

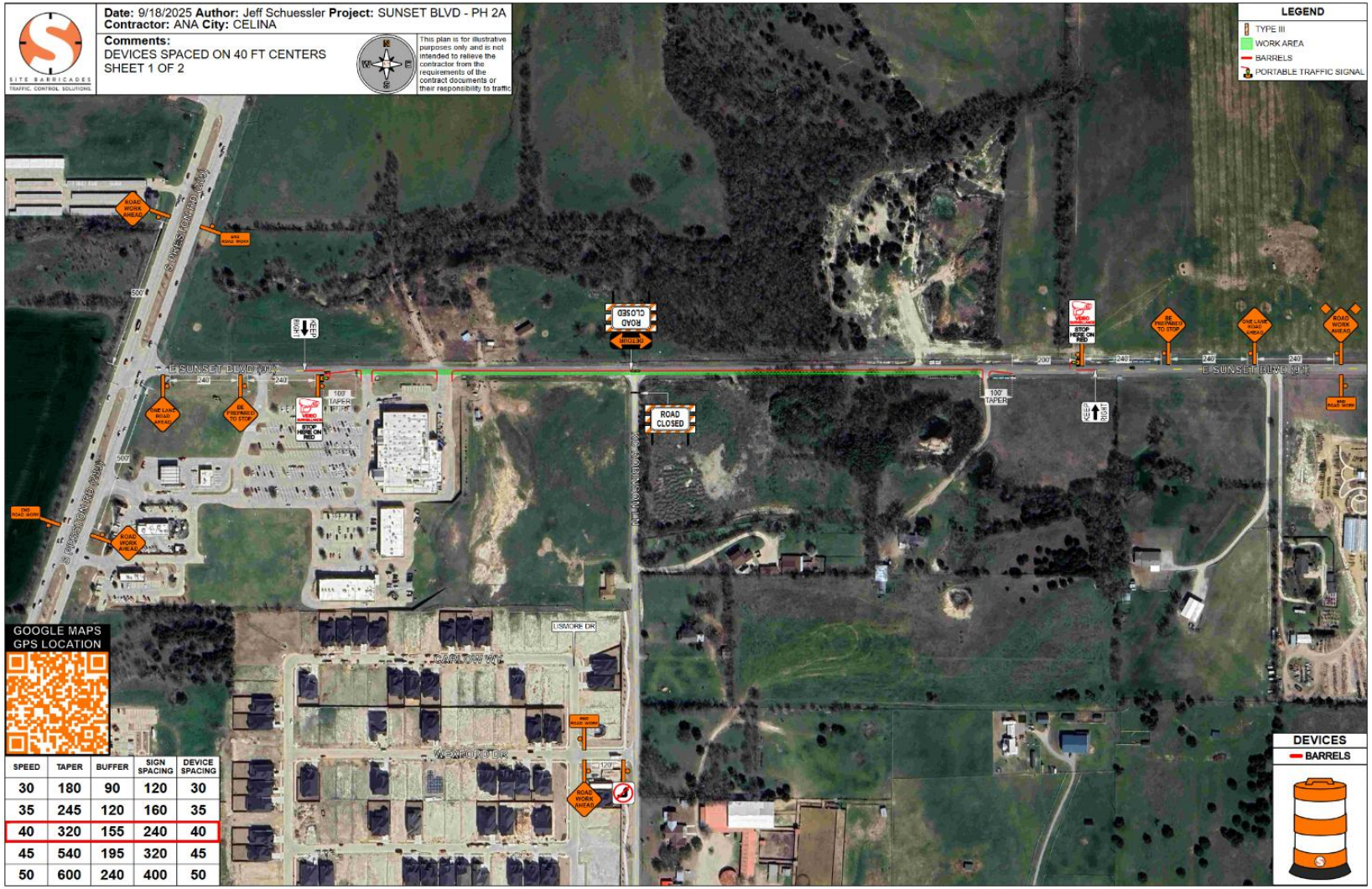
CONSTRUCTION SCHEDULE

- Phase 2 is anticipated to be completed by **11/12/2025.**
- Phase 1 is anticipated to be completed by **12/29/2025**.
- Signage and striping is anticipated to be completed by **1/12/2026**.



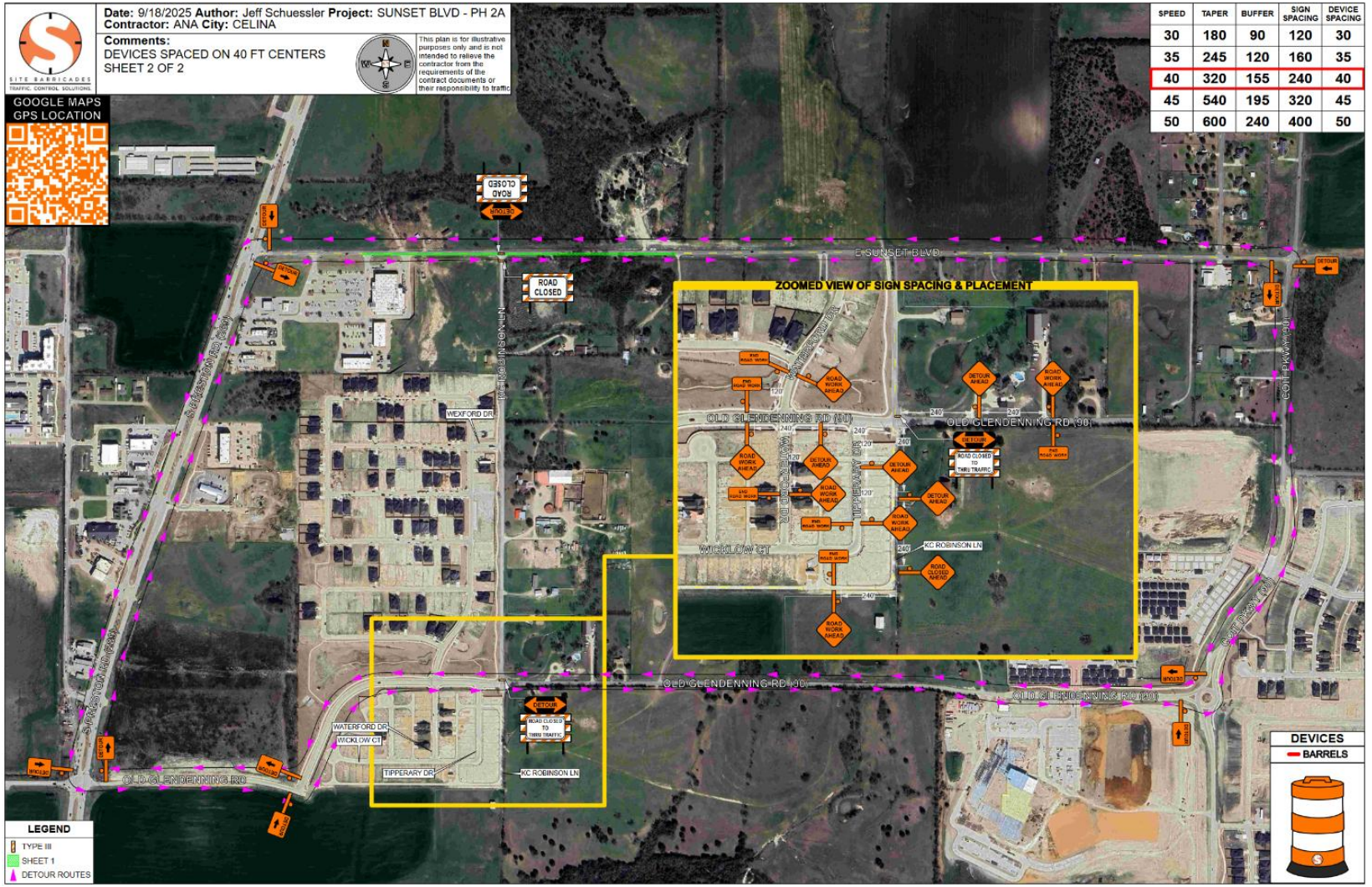
ID	Task Mode	Task Name	Duration	Start	Finish
1		PHASE 2A TRAFFIC CONTROL	1 day	Wed 9/3/25	Wed 9/3/25
2		PHASE 2A DEMOLITION	8 days	Wed 9/3/25	Fri 9/12/25
3		PHASE 2A SUBGRADE	12 days	Mon 9/15/25	Tue 9/30/25
4		PHASE 2A ASPHALT	5 days	Wed 10/1/25	Tue 10/7/25
5		PHASE 2B TRAFFIC CONTROL	1 day	Wed 10/8/25	Wed 10/8/25
6		PHASE 2B DEMOLITION	8 days	Thu 10/9/25	Mon 10/20/2
7		PHASE 2B SUBGRADE	12 days	Tue 10/21/25	Wed 11/5/25
8		PHASE 2B ASPHALT	5 days	Thu 11/6/25	Wed 11/12/2
9		PHASE 1A TRAFFIC CONTROL	1 day	Thu 11/13/25	Thu 11/13/25
10		PHASE 1A DEMOLITION	3 days	Fri 11/14/25	Tue 11/18/25
11		PHASE 1A SUBGRADE	5 days	Wed 11/19/2	Tue 11/25/25
12		PHASE 1A ASPHALT	5 days	Wed 11/26/2	Tue 12/2/25
13		PHASE 1B TRAFFIC CONTROL	1 day	Wed 12/3/25	Wed 12/3/25
14		PHASE 1B DEMOLITION	3 days	Thu 12/4/25	Mon 12/8/25
15		PHASE 1B SUBGRADE	5 days	Tue 12/9/25	Mon 12/15/2
16		PHASE 1B ASPHALT	2 days	Tue 12/16/25	Wed 12/17/2
17		SURFACE OVERLAY	8 days	Thu 12/18/25	Mon 12/29/2
18		SIGNAGE & STRIPING	10 days	Tue 12/30/25	Mon 1/12/26

PHASE 2A TRAFFIC CONTROL



SPEED	TAPER	BUFFER	SIGN SPACING	DEVICE SPACING
30	180	90	120	30
35	245	120	160	35
40	320	155	240	40
45	540	195	320	45
50	600	240	400	50

PHASE 2A TRAFFIC CONTROL



PHASE 2A TRAFFIC CONTROL

CONSTRUCTION SCHEDULE

- Total contract duration: 425 days.
- Total bad weather as of 10/1/25: 27 days.
- Total workdays as of 10/01/25: 192 days.
- Remaining contract days as of 10/1/25: 260 days.
- Construction contract completion date: 05/05/2026.
- Anticipated actual construction completion date: 01/12/2026.

QUESTIONS?

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Discussion regarding future debt issuance. (Stovall)

Background Information:
Following the September meeting, staff is providing this worksession update on future bond issuance options. The Council will use this information to direct staff on the structure of future issuances and related capital improvement projects. This direction is a prerequisite for formalizing the general obligation bond committee appointments listed on the Consent Agenda.

Legal Review:

Supporting Documents:
1. Staff Presentation

Financial Consideration:

Staff Recommendation:

FUTURE DEBT ISSUANCE: GENERAL OBLIGATION & CERTIFICATE OF OBLIGATION BONDS

October 14, 2025

BACKGROUND

November 2024 City Council meeting:

- City Council directed staff to proceed with the 2025 and 2026 Certificates of Obligation (CO) issuances to fund the Capital Improvement Programs for each of those years. Council requested for Staff to provide additional information regarding a potential General Obligation (GO) election in May 2026.

February 2025 City Council meeting:

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

- The Council directed staff to proceed with a hybrid approach utilizing both Certificates of Obligation and General Obligation Bonds with a May 2026 Bond Election. The May 2026 election calendar reviewed during the meeting established the GO Bond Committee selection in September 2025 with the committee meeting from October 2025-December 2025.

BACKGROUND

August 2025 City Council meeting:

- Staff reviewed the potential projects to be included within the scope of the GO Bond committee for a May 2026 general election.

- 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. Council had highlighted Quality of Life projects specifically Parks would be the focus.

September 2025 City Council meeting:

- The September appointment of the bond committee was delayed so staff could present the Council with additional information on future bond issuance options, detailing the project structure for each. Staff will also update the Council on a comparison of anticipated issuance assumptions and projections with current Capital Improvement Projects.

OPTIONS FOR FUTURE DEBT ISSUANCE

Staff has identified the following potential options for future bond issuances:

- General Obligation (GO) Bond Only
- Certificate of Obligation (CO) Only
- General Obligation and Certificate of Obligation (Combined Issuance)

GENERAL OBLIGATION BONDS OVERVIEW

- General Obligation (GO) Bonds are approved through a general election of the City's voters.
- A GO bond proposition allows voters to approve raising the I&S tax rate to allow for the construction of projects beyond the City's current debt capacity.
- GO bonds can also be issued based on the City's existing debt capacity, which would not affect the tax rate. A General Obligation Issue could provide voter approval to raise the tax rate to speed up the timing of building the projects and increase the City's debt capacity.
- If a GO proposition is not approved by voters, there is a 3-year prohibition of issuing COs for projects included in the failed proposition. This restriction also applies to CDC debt issuances.
- There is no restriction on the City holding an election annually for voter consideration.

GENERAL OBLIGATION BONDS OVERVIEW

- If a GO bond proposition(s) is approved by voters, the City could issue the authorized debt over a period years.
- It is not required to issue the entire authorization amount in one year or immediately following the authorization.
- General Obligation Bond Election timeline is determined by City Council's preference of selection of the projects and the scope of the authorization and the issuance.

CERTIFICATES OF OBLIGATION BONDS OVERVIEW

- Certificates of Obligation (COs) Bonds are approved by City Council. City Council will annually review the Five-year Capital Improvement Program and provide direction to staff if they should proceed with the CO issuance.

- A Notice of Intent to issue CO's is published at least 45 days prior to the sale.

- May be petitioned by 5% of registered voters; if successful, this forces Certificates of Obligation to an election.

- Certificates of Obligation provide an immediate response to the infrastructure demands placed on a growing municipality than the residents waiting on the timeline of the election process and programming of the construction.

- If a GO proposition is not approved by voters, there is a 3-year prohibition of issuing COs for projects included in the failed proposition. COs do not have this restriction. If City Council determines not to include the specific project within the Five-year CIP, the project is removed at the staff level and revisited the following year.

CERTIFICATES OF OBLIGATION BONDS OVERVIEW

- Delaying essential projects in a growing city often means the cost of construction rises due to inflation or increased demand. COs allow the city to lock in a price and interest rate sooner, saving taxpayer money in the long run.

- Water Wastewater projects are funded from Certificates of Obligation (COs) or revenue bonds because they are classified as an enterprise fund and are financed through being funded through water and wastewater rates.

- Certificates of Obligation Bonds issuances timeline:
  - August - November- Staff completes update to Five-year Capital Improvement Program.
  - December - February: Staff presents Five-year CIP and receives direction from City Council
  - March: Council approves Notice of Intent to issue Bonds for approved projects within CIP
  - May: Sale of Bonds presented to City Council
  - July: Projects funded

HYBRID APPROACH (CO/GO)

- City Council recently was interested in a hybrid approach which separates projects into critical infrastructure/public safety and quality of life categories.
- Certificates of Obligation bonds would finance critical infrastructure and public safety projects.
- Under this scenario, General Obligation bonds would finance quality of life projects, such as parks, recreation centers, and certain types of public facilities.

PROJECTS TO BE FINANCED BY CERTIFICATES OF OBLIGATION BONDS

Roadway/Stormwater

- Annual Street Maintenance and Improvements
- DNT Intersection Improvements
- Downtown Street Improvements
- Stormwater Maintenance and Improvements
- Major Thoroughfare Street Improvement Projects

Public Works Facilities

- Public Works Service Center Parking Lot Phase II and III
- Public Works Fuel Center
- Public Works Permanent Administration Building

PROJECTS TO BE FINANCED BY CERTIFICATES OF OBLIGATION BONDS

Information Technology

- Annual Fiber Allocation
- Downtown Wifi Expansion
- Primary Data Center Refresh
- Network/Firewall Refresh
- Data Center and CID Storage Refresh
- IT Enterprise – Facilities Upgrades
- Wireless Network and Camera Refresh

PROJECTS TO BE FINANCED BY CERTIFICATES OF OBLIGATION BONDS

Public Safety Facilities and Equipment

- Emergency Services Dispatch Center
- Fire Station #5 (including ambulance and apparatus)
- Fire Truck #2 – Mid mount
- Permanent Fire Station #2
- Secondary Fire Station #1 – Fire Truck
- Fire Administration/ EOC
- Police Substations (NW/SW)
- Police Weapons Range
- Traffic Management Center

POTENTIAL PROJECTS FOR FUTURE GENERAL OBLIGATION DEBT

Park and Recreation

- Downtown Square Reconstruction
- Ousley Park Construction
- Wilson Creek Park Phase II
- Wilson Creek Park III - V
- Downtown Recreation Center
- Park Land Acquisition

FINANCIAL CONSIDERATIONS

Park and Recreation Not Currently Programmed in CIP

- Downtown Square Reconstruction - $10,000,000
- Wilson Creek Park Phase II - $18,500,000
- Wilson Creek Park III - V - $29,325,000
- Downtown Recreation Center - $36,000,000
- Park Land Acquisition – $15,000,000

Park and Recreation Currently Programmed in CIP

- Ousley Park Construction- $24,700,000

FINANCIAL CONSIDERATIONS

Bond Capacity by Source (2026 – 2030)	Projected Capital Projects (2026 – 2030)
Ad Valorem Tax - $360,000,000	Critical Infrastructure - $314,000,000
CDC Sales Tax - $40,000,000	Quality of Life (programmed) - $24,700,000
	Quality of Life (not programmed) - $108,825,000
Total - $400,000,000	**Total - $447,525,000**

***The 2026 – 2030 CIP is still being prepared by staff. All numbers should be considered approximate.**

- For projects currently funded, there is sufficient debt capacity over the next five (5) years for funding without raising the property tax rate.

- The estimated five-year debt capacity does not support all quality-of-life projects, including those not programmed in the five-year CIP.

FINANCIAL CONSIDERATIONS

Additional Sources of Funds

- Type B Sales Tax (CDC) Funding: Quality of Life projects can be funded through the Celina Community Development Corporation (CDC), which uses a 4B Sales Tax that relies solely on sales tax, not property tax.

- Impact of a "No" Vote: If voters reject a 4B-eligible project in the General Obligation Bond Election, the CDC is legally prevented from issuing debt for that project for three years.

Other Considerations

- Tax Rate Implications: Choosing not to issue General Obligation Bonds could temporarily reduce the debt portion (I&S) of the tax rate. However, when that debt *is* eventually issued in a future year, it will necessarily lead to an increase in residents' property taxes.

OPTIONS FOR CITY COUNCIL

1. Does City Council want to proceed with General Obligation Bond election in May 2026 as planned with Quality of Life Park projects?
The consent agenda includes an appointment of an election bond committee for the May 2026 election. This has been included within the agenda for consideration conditionally.

- or –

2. Does City Council want to proceed with General Obligation Bond election in November 2026 with Quality of Life Park projects?
The selection of an election bond committee would be completed in early 2026.

- or –

3. Does the City Council want to proceed with a General Obligation Bond election for all CIP projects following the completion of the 2026 – 2030 CIP (November 2026)?

MAY 26 GENERAL OBLIGATION BOND ELECTION:

GO Bond Committee Selection: September 2025

GO Bond Committee

- Meetings: October 2025 – December 2025

City Council

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

Election – May 2, 2026

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

NOVEMBER 26 GENERAL OBLIGATION BOND ELECTION:

GO Bond Committee Selection: Winter 2026

GO Bond Committee

- Meetings: Winter/ Spring 2026

City Council

- Bond Committee recommendation to City Council – July 14, 2026 (regular City Council meeting)
- Considers adoption of Ordinance calling November 2026 bond election – August 11, 2026 (regular City Council meeting)

Election – November 3, 2026

- Last day to register to vote October 5, 2026
- City Staff posts notice of election no later than October 13, 2026
- Early Voting begins October 19, 2026
- Early Voting ends October 30, 2026
- Election Day November 3, 2026

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 9, 2025
4:50 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:

A moment of silence was held for G.A. Moore.

Mayor Tubbs led the Pledge of Allegiance and Pastor Jacob Browning led the Invocation.

III. EXECUTIVE SESSION:

Closed to Public as Provided in the Texas Government Code.

The City Council convened into Executive Session at 5:04 PM.

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.

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 Water Source Development Agreement subject to final review by the City Manager and the City Attorney with the maximum cost of $250,000. The motion carried 7-0.

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.

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 Interlocal Agreement with the City of Little Elm subject to the edits discussed in Executive Session. The motion carried 7-0.

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.

The City Council closed Executive Session and reconvened into Open Session at 6:36 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).

IV. <u>PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE</u>: (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:

No one wished to speak during Open Forum.

VI. CONSENT AGENDA:

Mayor Tubbs removed Items N, O, and Y from the Consent Agenda for individual consideration.

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

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)

Resolution No. 2025-59R

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)

Ordinance No. 2025-72

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)

Upon a motion by Mayor Tubbs and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to table Item N until the October 14, 2025 City Council Meeting. The motion carried 7-0.

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)

Upon a motion by Mayor Tubbs and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to deny Item O. The motion carried 7-0.

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)

Ordinance No. 2025-73

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)

Resolution No. 2025-60R

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)

Resolution No. 2025-61R

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)

Upon a motion by Council Member Wigginton and a second by Council Member Koehne, the Council voted seven (7) for and none (0) opposed to table Item Y. The motion carried 7-0.

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)

Resolution No. 2025-62R

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)

Resolution No. 2025-63R

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)

Resolution No. 2025-64R

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)

Mayor Tubbs opened the Public Hearing at 7:09 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:09 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-74. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:11PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:11 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. 2025-75. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:14 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:14 PM.

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 Ordinance No. 2025-76. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:15 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:15 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-77. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:29 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:29 PM.

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

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)

Mayor Tubbs opened the Public Hearing at 7:33 PM.
1) Janis Andres spoke regarding the annexation of her property.
Mayor Tubbs closed the Public Hearing at 7:35 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. 2025-78. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:36 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:36 PM.

Upon a motion by Council Member Hopkins and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-79. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:37 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:37 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-80. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:37 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:38 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-81. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:38 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:38 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-82. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:39 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:39 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-83. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:39 PM.
1) Rama Krishna spoke regarding utilities for the property.
Mayor Tubbs closed the Public Hearing at 7:41 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. 2025-84. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:41 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:42 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-85. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:42 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:43 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-86. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:43 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:44 PM.

Upon a motion by Deputy Mayor Pro Tem Grumbles and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-87. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:44 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:44 PM.

Upon a motion by Council Member Koehne and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-88. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:45 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:46 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-89. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:46 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:46 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-90. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:47 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:47 PM.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-91. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:47 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:47 PM.

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 Ordinance No. 2025-92. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:48 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:48 PM.

Upon a motion by Mayor Pro Tem Cawlfield and a second by Council Member Ferguson, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 2025-93. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 7:58 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:58 PM.

Upon a motion by Mayor Tubbs and a second by Council Member Wigginton, the Council voted seven (7) for and none (0) opposed to approve the FY 2025-2026 Budget, Ordinance No. 2025-94. The results of the Roll Call Vote on the FY 2025-2026 Budget were: Deputy Mayor Pro Tem Grumbles in favor, Council Member Koehne in favor, Council Member Wigginton in favor, Council Member Hopkins in favor, Mayor Pro Tem Cawlfield in favor, Council Member Ferguson in favor, Mayor Tubbs in favor. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 8:00 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 8:01 PM.

Mayor Tubbs moved 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 and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve the 2025 AD Valorem Property Tax Rate, Ordinance

No. 2025-95. The results of the Roll Call Vote on the 2025 AD Valorem Property Tax Rate were: Council Member Ferguson in favor, Mayor Pro Tem Cawlfield in favor, Mayor Tubbs in favor, Council Member Hopkins in favor, Council Member Wigginton in favor, Council Member Koehne in favor, Deputy Mayor Pro Tem Grumbles in favor. The motion carried 7-0.

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)

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. 2025-96. The motion carried 7-0.

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)

Upon a motion by Council Member Hopkins and a second by Mayor Pro Tem Cawlfield, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-65R. The motion carried 7-0.

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

Upon a motion by Deputy Mayor Pro Tem Grumbles and a second by Council Member Hopkins, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-66R. The motion carried 7-0.

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

Upon a motion by Council Member Wigginton and a second by Council Member Koehne, the Council voted seven (7) for and none (0) opposed to approve Resolution No. 2025-67R. The motion carried 7-0.

IX. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 8:11 PM.

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.

Approved on the 14th day of October 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: October 14, 2025

Agenda Item:
Consider and act to purchase fiber optic cable for expansion of the City fiber network from Anixter Inc. through a cooperative contract with Omnia Partners for an amount not to exceed $250,700.00. (Alexander)

Background Information:
The City is currently in the process of expanding its fiber optic infrastructure to support city facilities as part of the City's 2022 fiber optic master plan. This purchase will support ongoing fiber construction projects by procuring needed fiber optic cable. By connecting these sites, the City will enable higher communication speeds and additional security for these services.

Omnia Public Sector Contract #R240809

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Quote

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 purchase as presented.

PURCHASE OF FIBER OPTIC CABLE

Amy Alexander
Director of Information Technology
October 14, 2025

FIBER PURCHASE

The fiber optic cable will be purchased for use in the expansion of the City's fiber optic network=. These expansions will connect multiple sites and support operations for both the City and CISD.

Purchase Information:

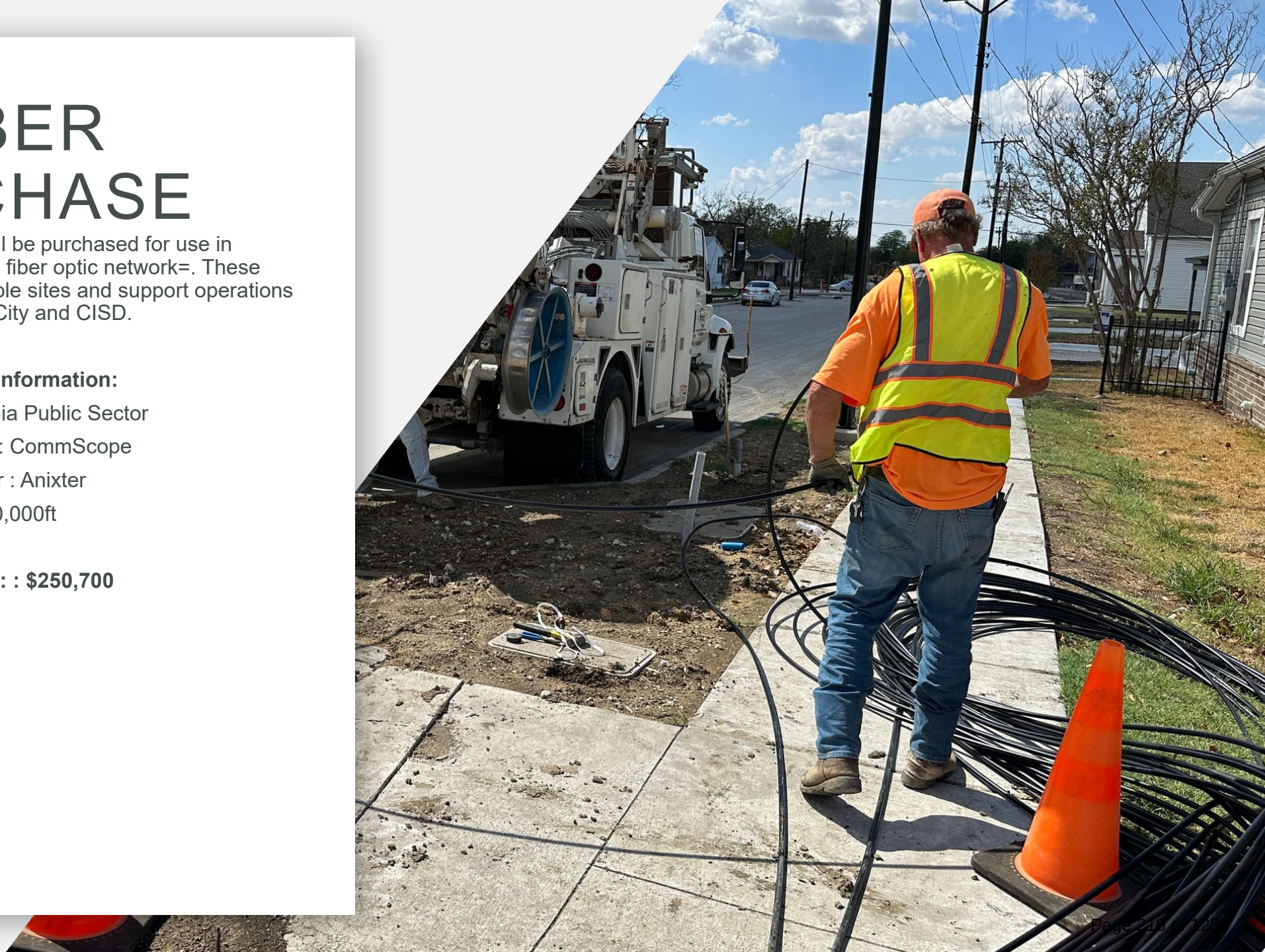
Contract: Omnia Public Sector

Manufacture: CommScope

Supplier : Anixter

~150,000ft

Total Cost: : $250,700



QUESTIONS?

QUOTATION

Date: 09/16/2025
Quote #: Q00FQFSR
Customer: 445700

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Customer

CITY OF CELINA

142 N OHIO STREET
CELINA, TX 75009
Alden Gleason

Phone: (469)215-3046

Fax: --

Email: agleason@Celina-tx.gov

City of Celina

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	130000	Non-Stock **Non-Cancelable/Non-Returnable** CS-SYSTIMX 8107307/DB D-288-LA-8W-F12NS -- -- Lead Time: 3-4 Weeks ARO Government Contract #: Omnia R240809	FT	1.85	240,500.00
2	20000	Non-Stock **Non-Cancelable/Non-Returnable** CS-SYSTIMX 8107300/DB/GS FIBER OSP CABLE, LIGHTSCOPE® ZWP SINGLE JACKET/SINGLE ARMOR, GELFREE, 48 F Lead Time: 3-4 Weeks ARO Government Contract #: Omnia R240809	FT	0.51	10,200.00

Quote Total: **250,700.00**

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

QUOTATION

Date: 09/16/2025
Quote #: Q00FQFSR
Customer: 445700

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

City of Celina

TERMS NET 30
Freight Terms: PPD/CHARGE
Shipment:
Notes:
Currency: USD

Please refer all inquiries to:

Casandra Rodriguez
Phone: (972)353-7106
Mobile: --
Fax: --
casandra.rodriguez@anixter.com

1601 Waters Ridge Road
LEWISVILLE, TX 75057
US

Comments:

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to purchase Construction Services for the Public Works Remodel from Nouveau Construction through a cooperative contract for $244,510.75 with a 10% contingency of $24,451.08 for a not-to-exceed amount of $268,961.83. (Brawner)

Background Information:
On February 23, 2024, the City of Celina purchased an existing 4,395 square foot residence on five (5) acres, which adjoins the existing Public Works campus on County Road 106. The existing brick home is ideal for interim use as the Public Works administration offices until the future larger Public Works campus, Administration and Field Office, is funded and built.

The building remodel includes a reception for visitors with an ADA side entrance and an ADA restroom, two (2) conference rooms with audiovisual for TEAMS meetings, a converted garage renovated into cubicle office space for eight (8) staff, and four (4) private offices with open office workspace for six (6) field staff. Nouveau Construction maintains a Job Order Contract (JOC) with TIPS, #RCSP 241001, under which the contract work will be performed.

A request for quotes was sent to four cooperative agency vendors. Nouveau Builders responded to the request. Hill & Wilkinson declined due to scheduling. Centennial and Noble Texas Builders did not respond.

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 eliminating duplication of work during the process.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. Agreement for Public Work Remodel-Nouveau-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 proposed contract as presented.

A1

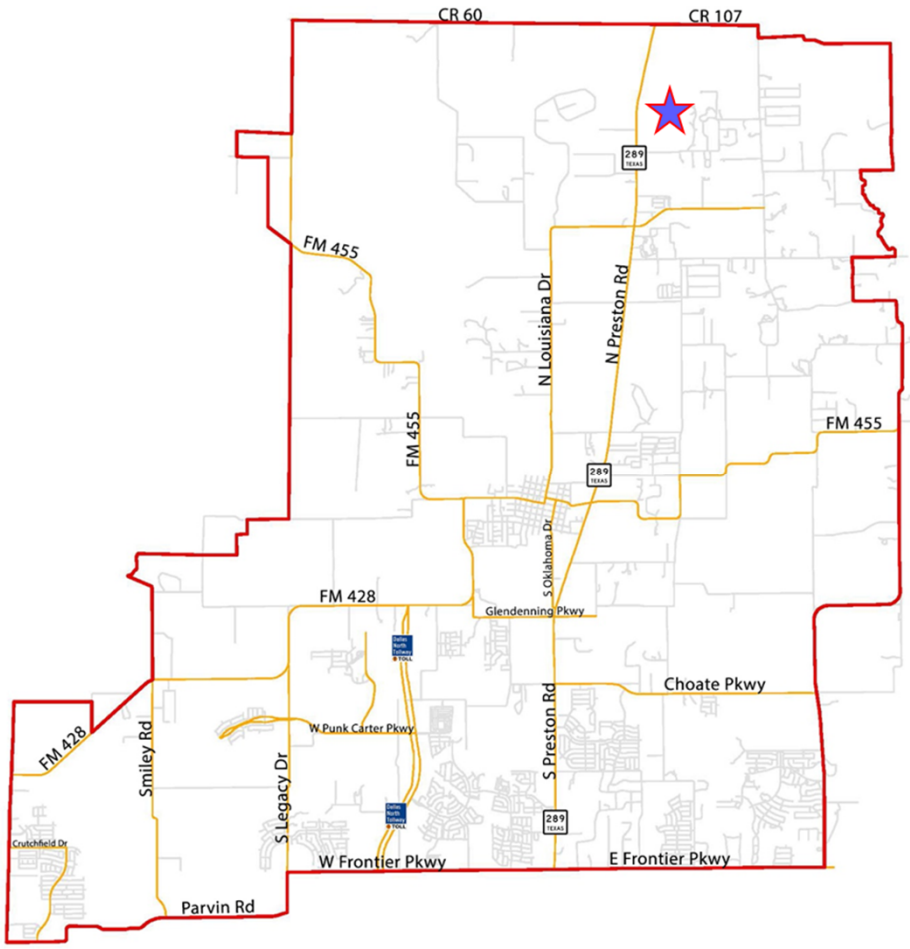
PUBLIC WORKS ADMIN – BUILDING REMODEL

October 14, 2025

Kimberly Brawner, P.E., ACM – Public Services
Anthony Figueroa, Director of Public Works

LOCATION MAP

10317 COUNTY RD 106

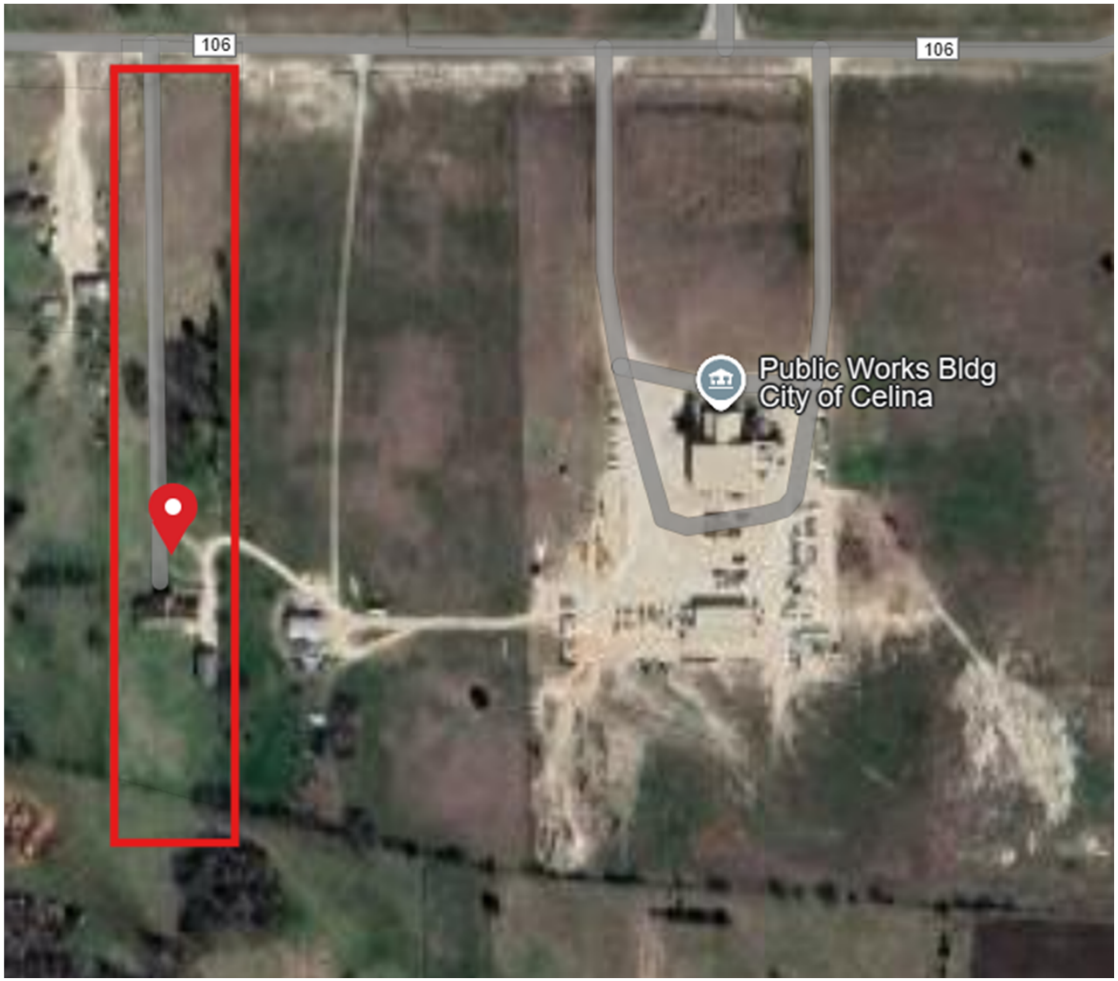


BACKGROUND

- On February 23, 2024, the City of Celina purchased an existing 4,395 square foot residence on 5 acres which adjoins the existing Public Works campus on County Road 106. Rezoning has been recorded as Commercial Property.
- The brick building is ideal for the interim use for the Public Works administration offices until the future larger Public Works campus / Administration and Field Office is funded and built.
- Building remodel includes:
  - ✓Reception for visitors with ADA side entrance and ADA restroom
  - ✓Two conference rooms with audio visual for TEAMS meetings
  - ✓Converted garage, now allocated for cubicle office space for 8 staff
  - ✓(4) Private offices and open office workspace for (6) field staff

LOCATION MAP

10317 COUNTY RD 106

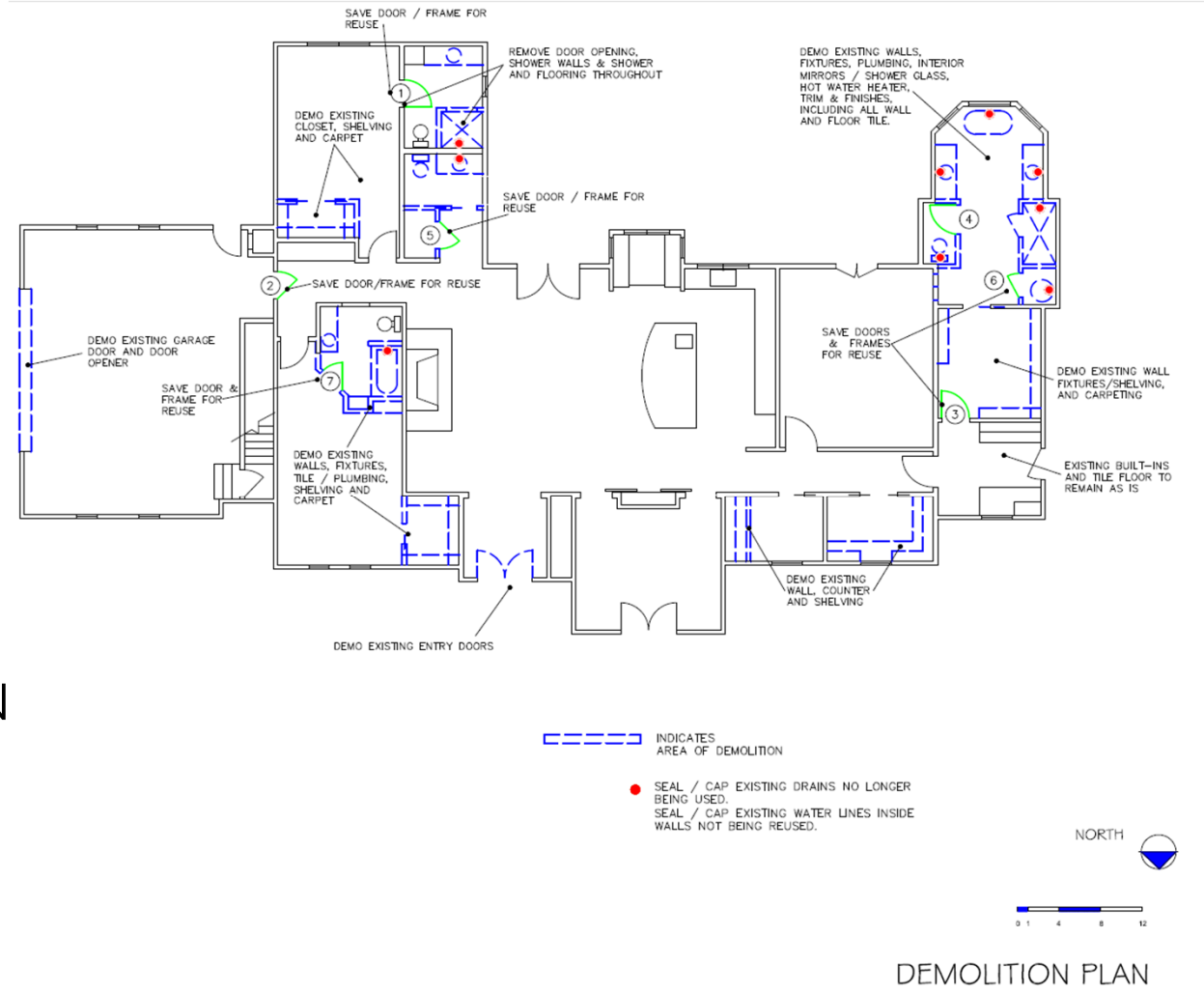


N

DEMOLITION

- REMOVAL OF EXISTING CLOSETS, PANTRY AND BATHROOMS

- PREPARING FOR MINOR REMODEL CONSTRUCTION



MINOR REMODEL CONSTRUCTION

Scope of Work

CONSTRUCT APPROXIMATELY 71 LINEAR FEET OF NEW FULL HEIGHT WALL ON WOOD STUDS PER PLAN. FURR-IN EXISTING GARAGE OPENING, INSULATE AND APPLY DRYWALL INTERIOR FINISH AND PAINTED HARDI-WOOD SIDING EXTERIOR .

FURNISH AND INSTALL NEW BATT INSULATION IN EXISTING AND NEW WALLS AS SHOWN ON PLANS TO MEET 2021 ENERGY CODES.

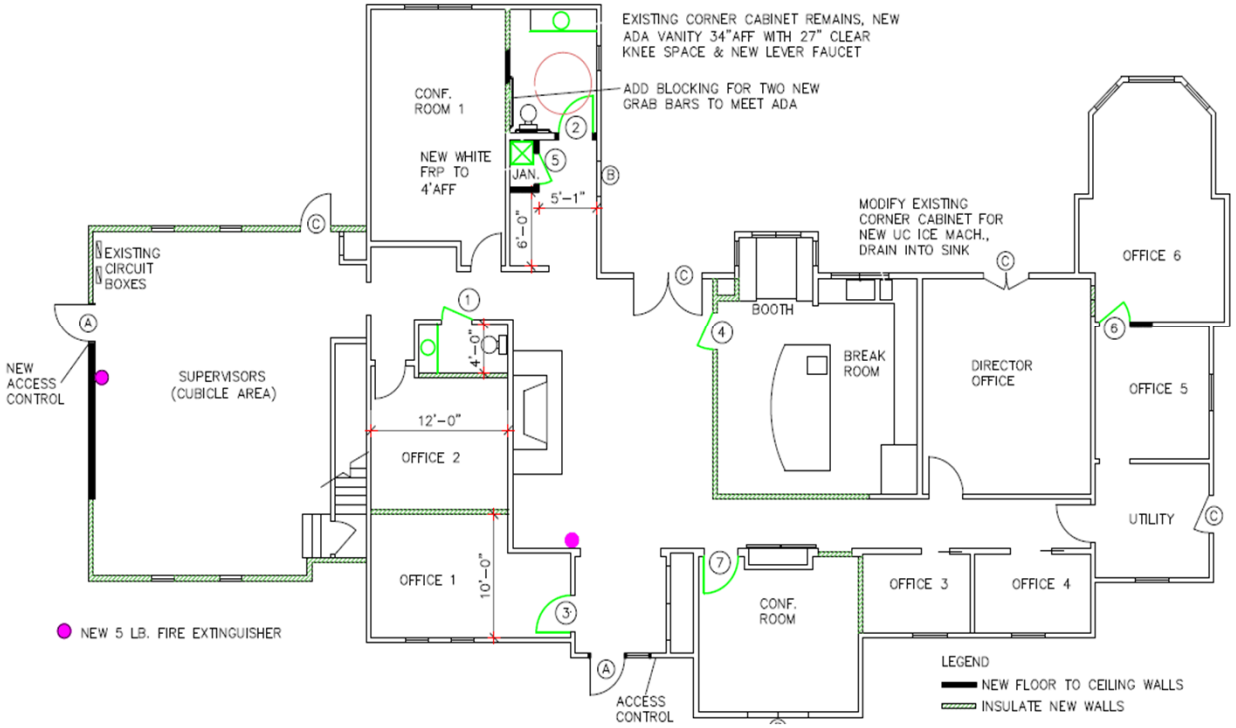
TAPE, BED AND REBED NEW WALLS. PATCH EXISTING WALLS AS NEEDED. PAINT ALL WALLS TWO COATS INTERIOR EGGSHELL LATEX. PAINT EXISTING DOOR / WINDOW TRIM AND BASE MOLDING IN SEMI-GLOSS TO MATCH EXISTING FINISHES.

PATCH EXISTING CEILINGS AND PAINT TWO COATS INTERIOR FLAT LATEX TO MATCH WALL COLOR.

SEE FLOORING PLAN FOR FINISHES.

INSTALL ONLY (1) NEW DISHWASHER & (1) NEW UC ICEMAKER, MODIFY EXISTING CORNER CABINET TO ACCOMMODATE ICE MAKER (WITH DRAIN TO EXISTING SINK).

FURNISH AND INSTALL TWO ADA ACCESSIBLE VANITIES WITH SINKS AND LEVER FAUCETS. FURNISH AND INSTALL TWO NEW ADA GRAB BARS (WITH WALL BLOCKING AS NEEDED).



REMODEL - CONSTRUCTION PLAN

OFFICE FLOOR PLAN / ELECTRICAL & DATA

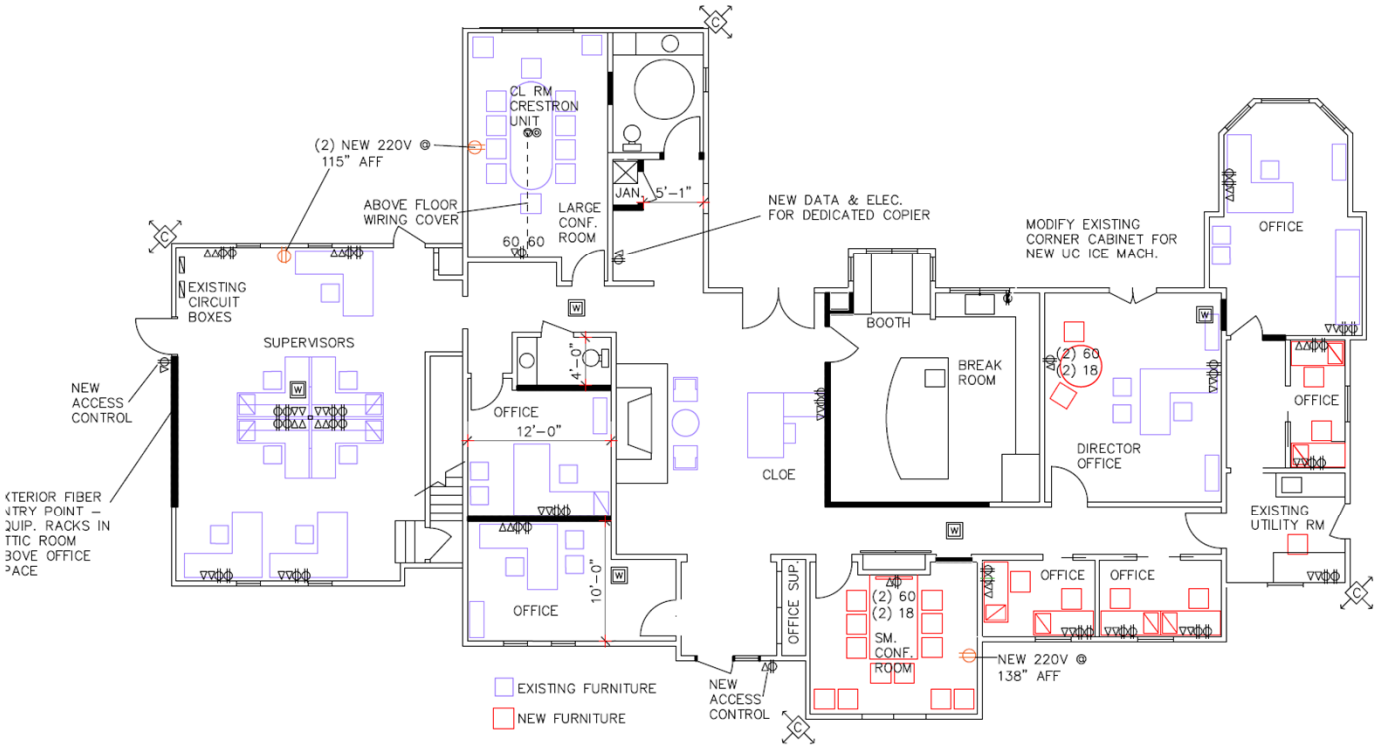
Scope of Work

EXISTING CONDITIONED ATTIC ROOM SERVES AS NEW IDF ROOM. FURNISH & INSTALL NEW FIBER / LOW VOLTAGE WIRING PLACED IN J-HOOKS SUSPENDED FROM RAFTERS AND RUN THROUGH THE ATTIC. SEE ATTIC ACCESS ON CEILING PLAN. SITE VERIFY ENTRY POINT INTO BUILDING AND HEATING / COOLING CAPACITY REQUIRED.

RELOCATE EXISTING CRESTRON WIRING AND SOFTWARE FROM EXISTING ADMIN. BUILDING TO NEW LARGE CONFERENCE ROOM - TEAMS COMPATIBLE. RE-INSTALL PER MANUF. SPECIFICATIONS.

FURNISH AND INSTALL NEW DIRECT HDMI CABLE AND OPTIONAL NEW CRESTRON TABLE SET UP FOR TEAMS MEETINGS IN SMALL CONFERENCE ROOM.

ELECTRICAL / DATA NOT SHOWN ON DRAWINGS ARE EXISTING TO REMAIN AS IS.
WHAT IS SHOWN ARE NEW ELEC./ DATA NEEDED.

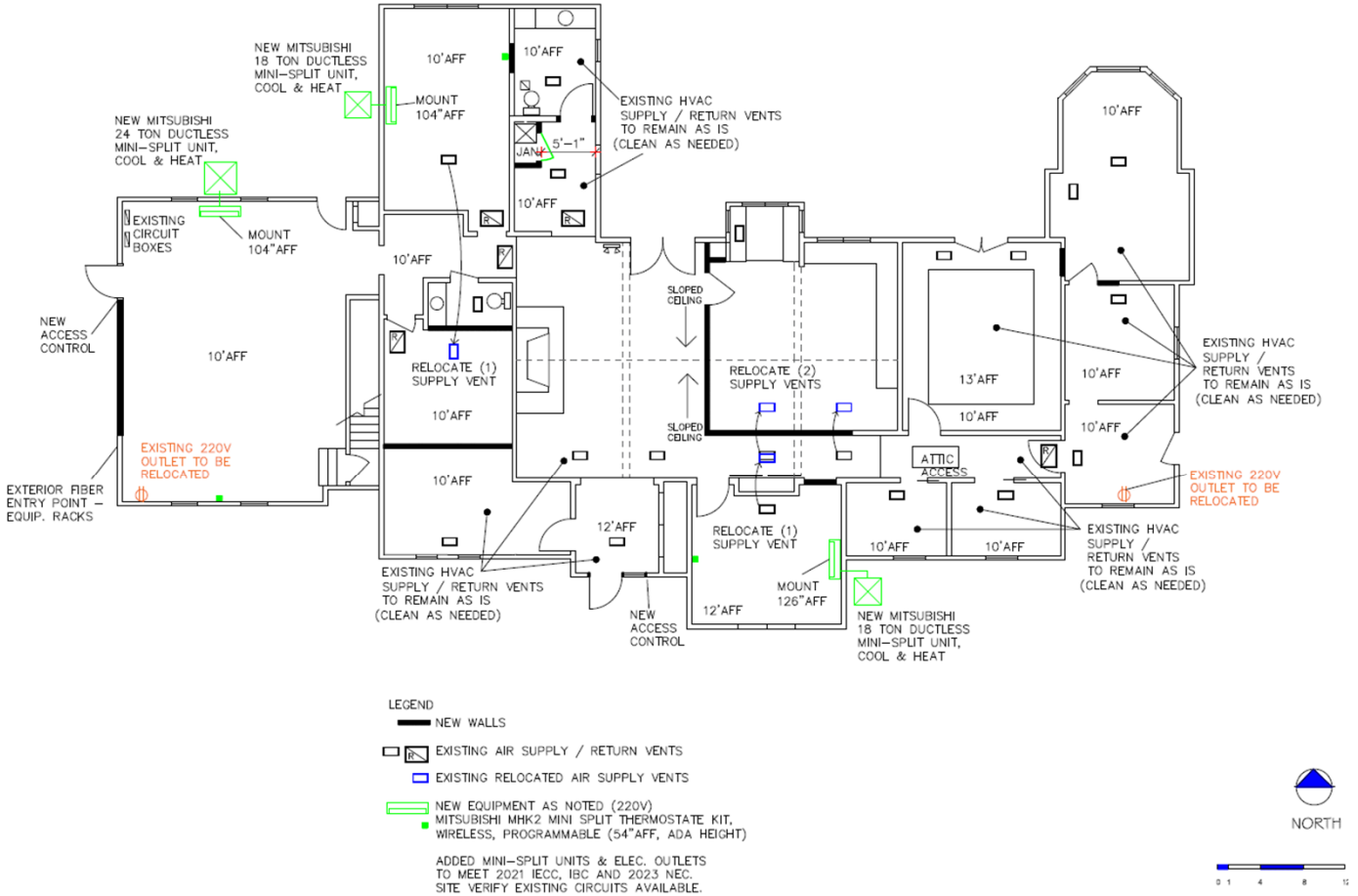


LEGEND

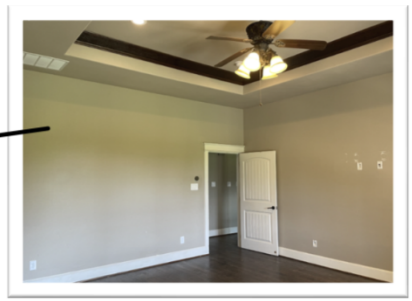
- NEW WALLS
- TYPICAL WORKSTATION CONFIGURATION
  - (2) CAT6A DATA DROPS
  - (2) DUPLEX OUTLETS

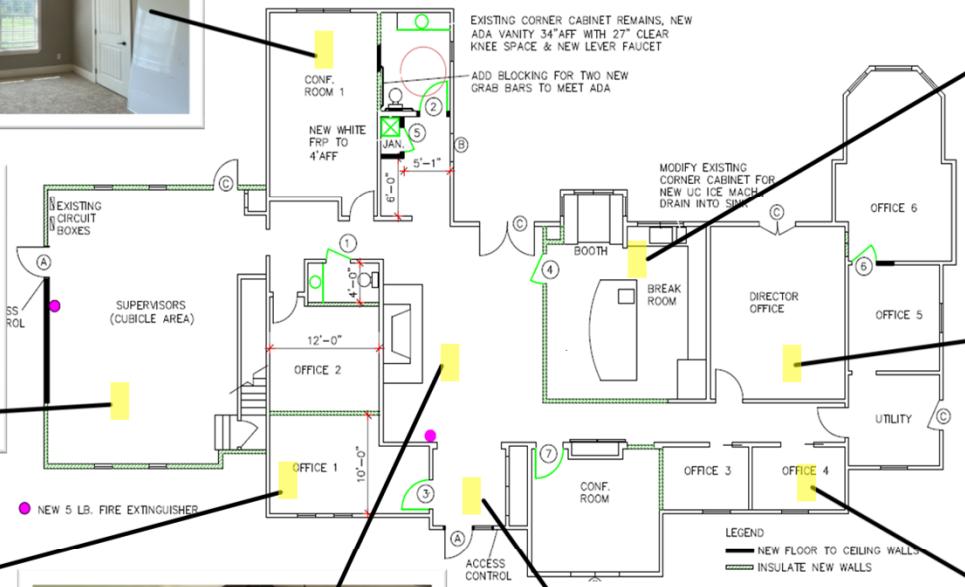
ELECTRICAL / DATA UPDATES

MECHANICAL UPDATES



HVAC UPDATES




EXISTING CORNER CABINET REMAINS, NEW ADA VANITY 34"AFF WITH 27" CLEAR KNEE SPACE & NEW LEVER FAUCET
ADD BLOCKING FOR TWO NEW GRAB BARS TO MEET ADA
CONF. ROOM 1
NEW WHITE FRP TO 4'AFF
JAN.
5'-1"
6'-0"
MODIFY EXISTING CORNER CABINET FOR NEW UC ICE MACH. DRAIN INTO SINK
EXISTING CIRCUIT BOXES
SUPERVISORS (CUBICLE AREA)
BOOTH
BREAK ROOM
DIRECTOR OFFICE
OFFICE 6
OFFICE 5
UTILITY
12'-0"
OFFICE 2
OFFICE 1
10'-0"
NEW 5 LB. FIRE EXTINGUISHER
CONF. ROOM
OFFICE 3
OFFICE 4
ACCESS CONTROL
LEGEND
NEW FLOOR TO CEILING WALLS
INSULATE NEW WALLS

JOC CONTRACTOR (JOB ORDER CONTRACTING)

- August 20, 2025 - RFQ posted for JOC contractor. Post included approved permit plans and scope of work for obtaining quotes and sent to four JOC vendors registered with the City of Celina.
- Two vendors did not respond, one vendor declined to bid and remaining vendor is recommended. The remaining vendor, Nouveau Construction, performed remodeling for the City of Celina IT offices in 2023.
- Nouveau contract to consider is in the amount of $ 244,510.75.
- With additional funds 5% Contractor & 5% Owner Contingencies the total amount proposed to consider is $ 268,961.00

NOUVEAU CONSTRUCTION- RELEVANT EXPERIENCE

CITY OF CELINA
IT Offices interior remodel 2023

CITY OF CELINA
City Manager office remodel 2024

CITY OF ADDISON
Fire Station 1 and 2 construction

DALLAS COUNTY
5th Court of Appeals, Jury Rooms 1 and 2, cafeteria renovations

TEXAS A&M UNIVERSITY
Administration Building renovation

UNIVERSITY OF TEXAS – TYLER
Nursing Building and Biology Building Additions

SCHEDULE

- 10/2025 – GMP to City Council
- 11/2025 – Construction Starts
- 4/2026 – Substantial Completion

QUESTIONS?

Life Connected.

CITY OF CELINA, TEXAS

Construction Agreement

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("Owner") and **Nouveau Construction.** ("Contractor") for **Public Works Remodel**, ("Project"). In consideration of the premises, covenants and mutual promise contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The Owner and the Contractor hereby agree as follows:

Article 1: The Work

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents (Exhibit A) for the **Public Works Remodel** as defined and attached as Exhibit A the terms of which are incorporated herein by reference.

Article 2: Contract Documents

The Contract Documents shall consist of the following documents: (1) this Construction Agreement, Exhibit A and any properly authorized change orders. These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Article 3: Total of Payments Due Contractor

For performance of the work in accordance with the Contract Documents, the City shall pay Contractor in current funds an amount not to exceed **TWO HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED AND TEN DOLLARS AND 75/100 CENTS.** This amount is subject to adjustment by written change order acceptable to Contractor and the City.

Article 4: Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving written notice to proceed from the City. All work required under the Contract Documents shall be completed within **175 Calendar days** calendar days after the date construction activity begins.

Article 5: Proof of Insurance Coverage

Contractor shall provide proof of insurance as listed in the insurance requirement document for itself and ensure that it and its subcontractors are maintaining the required limits.

Article 6: Compliance with Laws

Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Article 7: INDEMNITY

THE CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONTRACTOR WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONTRACTOR IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONTRACTOR IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONTRACTOR FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

Article 8: Progress Payments

As it completes portions of the work, Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality, or sufficiency of Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release Contractor from any of its responsibilities under the Contract Documents.

Five percent retainage will be withheld from progress payments.

Invoices for progress payments should be for the monthly period of the 1st – 30th/31st.

Article 9: Withholding Payments to Contractor

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Article 10: Acceptance of the Work

When the work is completed, Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

The work shall not be deemed to be accepted based on “substantial completion” of the work, use or occupancy of the work, or for any reason other than the Town's written notice of acceptance.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

Article 11: Final Payment

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to include the estimate of the value of work properly completed since the date of the most recent previous progress payment; correct prior progress payments; and include other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to Contractor shall not be due until Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated, to issue final payment using joint checks.

Final payment to Contractor shall not be due until Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

Article 12: Contractor’s Warranty

For a one-year period after the date specified in a written notice of acceptance of work, Contractor shall provide and pay for all labor and materials that the City determines are necessary to correct all defects in the work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor.

At least forty-five (45) days before the end of the one-year warranty period, the City may make a warranty inspection of the work. The City shall notify Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the one-year warranty period, the City shall mail to Contractor a written notice that specifies the defects in the work that are to be corrected, if any.

Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If Contractor does not begin the remedial work timely or prosecute it diligently, then the City may pay for necessary labor and materials to effect repairs and these expenses shall be paid by Contractor.

If the City determines that a hazard exists because of defective materials and workmanship, then the City may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to Contractor. Expenses incurred by The City to alleviate the hazard shall be paid by Contractor.

Any work performed by or for Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. Work performed during the one-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this article.

The City may make as many warranty inspections as it deems appropriate.

ARTICLE 13: NOTICES

All notices required by this Agreement shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

City of Celina
142 N. Ohio
Celina, TX 75009
469-813-4194
contracts@celina-tx.gov

Contractor Mailing Address
Nouveau Construction
118 Lynn Ave Ste 300
Lewisville TX 75057
LHEEGER@NTSLP.COM

ARTICLE 14: SUPERVISION

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept all communications from the Owner.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
James Monroe	Project Manager
Casey Sherman	Superintendent

Article 15: Other Provisions

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Denton County, Texas.

The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns.

In the event of any controversy or claim arising out of or relating to this Construction Agreement, or the breach of this Construction Agreement, the parties hereto agree to first submit such controversy or claim to nonbinding mediation.

Article 16: Israel

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

Article 17: Terrorism

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

Article 17: Felony Conviction

By signing below, you, the authorized representative for the submitting firm, certify the following:

(√ one)

____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

X My firm is not owned nor operated by anyone who has been convicted of a felony.

____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s):

_____

_____

EXECUTED in single or multiple originals, Effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Lloyd Heeger Digitally signed by Lloyd Heeger Date: 2025.09.24 07:06:51 -05'00'
Signature	Signature
	Lloyd Heeger - Purchasing & Contracts Manager
Printed Name & Title	Printed Name & Title
	9/24/2025
Date	Date

Nouveau Technology Services LP
118 Lynn Ave Suite 300
Lewisville, TX 75057
www.ntslp.com

Phone: 972-484-5077
Fax: 972-484-5072

Proposal

Proposal: 32631c
Date:

To:	Project:
City of Celina Attn: Barbara J Hoskins Accounts Payable 142 N. Ohio Street Celina, TX 75009	Admin Renovation 10317 County Road 106 Celina, TX 75009

Salesperson		TIPS CONTRACT#
James Monroe		RCSP 241001

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project.
This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.
PROVIDE ROLL OFF DUMPSTER FOR RENOVATION
PROVIDE ALL TOOLS AND LABOR FOR RENOVATION DEMO ON PAGE 1 OF PLANS SUPPLIED BY BARBARA HOSKINS CITY CONSTRUCTION MANAGER
PROVIDE ALL LABOR AND MATERIAL TO PERFORM REMODEL ON PAGE 2 OF SUPPLIED PLANS
PROVIDE ALL LABOR AND MATERIAL FOR ELECTRICAL AND DATA UPDATES ON PAGE 4 OF SUPPLIED DRAWINGS
PROVIDE ALL LABOR AND MATERIAL FOR LIGHTING UPDATES ON PAGE 5 OF SUPPLIED DRAWINGS
PROVIDE ALL LABOR AND MATERIAL FOR HVAC UPDATES ON PAGE 6 OF SUPPLIED DRAWINGS
PROVIDE ALL LABOR AND MATERIAL FOR FLOORING AND FINISHES ON PAGE 7 OF SUPPLIED DRAWINGS
REMOVE ALL TOOLS AND MATERIAL FROM THE PROJECT SITE
PERFORM FINAL CLEANING OF THE PROJECT SITE
REMOVE THE ROLL OFF DUMPSTER FROM THE PROJECT SITE

BASE BID: $244,510.75

5% CONTRACTOR / 5% OWNER CONTINGENCY

Exclusions

1. TAXES
2. PERMITS
3. ASBESTOS/LEAD/MOLD SURVEY/ABATEMENT
4. ANY SCOPE OF WORK NOT DESCRIBED ABOVE OR UNFORESEEN CONDITIONS.
5. WORK WILL BE CONDUCTED WITHIN STANDARD BUSINESS HOURS OF 7:00 AM TO 4:00 pm MONDAY THROUGH FRIDAY, OR MUTUALLY AGREED UPON HOURS.
6. REQUESTED CHANGES TO THE APPROVED SCOPE OF WORK WILL BE HANDLED AS A CHANGE ORDER. ADDITIONAL WORK WILL ONLY BE PERFORMED UPON WRITTEN ACCEPTANCE OF THE CHANGE ORDER BY THE CUSTOMER.

Pricing good for 15 days from date of proposal

Proposal Total: 268,961.79

Acceptance	
Accepted by:	
Title:	
Date:	

Estimator: James Monroe **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.5000	$3,749.00	$1,874.50	RSM25FAC L, O&P	P
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	3.0000	$3,725.00	$11,175.00	RSM25FAC L, O&P	P
3	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	1.0000	$435.00	$435.00	RSM25FAC L, E, O&P	P
4	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	1.0000	$1,050.00	$1,050.00	RSM25FAC L, E, O&P	P
5	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	10.0000	$105.00	$1,050.00	RSM25FAC M, L, E, O&P	P
6	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	4.0000	$144.00	$576.00	RSM25FAC M, L, E, O&P	P
7	01-93-13-16-2515	Electrical facilities maintenance, remove/replace or maintain, fluorescent fixture, relamp, spot, each tube	Ea.	100.0000	$33.50	$3,350.00	RSM25FAC M, L, O&P	P
		01 - General Requirements Total						**$19,510.50**
02 - Existing Conditions								
8	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	3.0000	$850.00	$2,550.00	RSM25FAC M, O&P	P
9	02-41-19-19-0910	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost	Ea.	1.0000	$82.50	$82.50	RSM25FAC M, O&P	P
10	02-41-19-19-0920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost	Ea.	1.0000	$259.00	$259.00	RSM25FAC M, O&P	P
11	02-41-19-19-2045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	80.0000	$50.50	$4,040.00	RSM25FAC L, O&P	P
		02 - Existing Conditions Total						**$6,931.50**
03 - Concrete								
12	03-01-30-62-0100	Patching concrete, floors, small area, regular grout, 1/4" thick	S.F.	200.0000	$6.25	$1,250.00	RSM25FAC M, L, O&P	P
13	03-11-13-65-1000	C.I.P. concrete forms, slab on grade, bulkhead with keyway, wood, 6" high, 1 use, includes erecting, bracing, stripping and cleaning	L.F.	20.0000	$7.60	$152.00	RSM25FAC M, L, O&P	P
14	03-21-05-10-1200	High chairs, for reinforcing steel, individual (HC), plain steel, 3" high, includes material only	C	0.2000	$120.00	$24.00	RSM25FAC Grn, M, O&P	P
15	03-21-05-10-4500	Tie wire, annealed, for reinforcing steel, 16 ga., includes material only	Cwt.	0.2000	$272.00	$54.40	RSM25FAC Grn, M, O&P	P

Estimator: James Monroe **Combined estimates...**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
16	03-21-11-60-0102	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	Lb.	200.0000	$2.17	$434.00	RSM25FAC Grn, M, L, O&P	P
17	03-30-53-40-3200	Structural concrete, in place, elevated slab (4000 psi), 6" slab, concrete (Portland cement Type I), placing and finishing, excl forms, reinforcing	S.F.	10.0000	$6.35	$63.50	RSM25FAC M, L, E, O&P	P
18	03-35-13-30-0200	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & consolidating	S.F.	10.0000	$1.64	$16.40	RSM25FAC L, O&P	P
		03 - Concrete Total						**$1,994.30**

06 - Wood, Plastics, and Composites

19	06-11-10-02-2660	2" x 8" miscellaneous wood blocking, to wood construction, per M.B.F.	M.B.F.	0.1000	$4,000.00	$400.00	RSM25FAC M, L, O&P	P
20	06-11-10-26-0500	Wood framing, partitions, standard & better lumber, 2" x 4" studs, 24" OC, 10' high, includes single bottom plate and double top plate, excludes waste	L.F.	100.0000	$20.50	$2,050.00	RSM25FAC M, L, O&P	P
		06 - Wood, Plastics, and Composites Total						**$2,450.00**

07 - Thermal and Moisture Protection

21	07-21-16-20-0020	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R11, 15" wide	S.F.	2,000.0000	$1.16	$2,320.00	RSM25FAC Grn, M, L, O&P	P
22	07-46-46-10-0035	Fiber cement siding, lap siding, woodgrain texture, 5/16" thick x 7-1/2" wide, 6-1/4" exposure	S.F.	300.0000	$5.25	$1,575.00	RSM25FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$3,895.00**

08 - Openings

23	08-05-05-10-1100	Door demolition, door demo, floor door, remove	Ea.	7.0000	$345.00	$2,415.00	RSM25FAC L, O&P	P
24	08-05-05-10-2000	Door demolition, door frames, metal, remove	Ea.	7.0000	$97.50	$682.50	RSM25FAC L, O&P	P
25	08-05-05-10-5624	Door demolition, garage door, 16' x 7', remove	Ea.	1.0000	$195.00	$195.00	RSM25FAC L, O&P	P
26	08-13-13-13-0400	Doors, commercial, steel, flush, half glass, hollow core, hollow metal, 20 ga., 3'-0" x 7'-0"	Ea.	1.0000	$1,375.00	$1,375.00	RSM25FAC M, L, O&P	P
27	08-13-13-13-0475	Commercial steel door, hollow metal, flush, full panel, half glass, 1-3/8", 18 ga., 3'-0" x 7'-0"	Ea.	1.0000	$1,025.00	$1,025.00	RSM25FAC M, L, O&P	P
28	08-71-20-30-0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	10.0000	$375.00	$3,750.00	RSM25FAC M, L, O&P	P

Estimator: James Monroe **Combined estimates...**

08 - Openings

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
29	08-71-20-40-0020	Door hardware, lockset, standard duty, cylindrical, with sectional trim, non-keyed, passage	Ea.	5.0000	$230.00	$1,150.00	RSM25FAC M, L, O&P	P
30	08-71-20-40-0100	Door hardware, lockset, standard duty, cylindrical, with sectional trim, non-keyed, privacy	Ea.	2.0000	$245.00	$490.00	RSM25FAC M, L, O&P	P
31	08-71-20-41-1440	Door hardware, deadbolt lock, double cylinder	Ea.	4.0000	$193.00	$772.00	RSM25FAC M, L, O&P	P
32	08-71-20-55-1500	Door hardware, pull handle and push bar, aluminum, push pull plate	Ea.	2.0000	$147.00	$294.00	RSM25FAC M, L, O&P	P
33	08-71-20-55-2000	Door hardware, pull handle and push bar, bronze, push pull plate	Ea.	3.0000	$240.00	$720.00	RSM25FAC M, L, O&P	P
34	08-71-20-65-0100	Thresholds, aluminum, 8" wide x 1/2" thick	Ea.	3.0000	$186.00	$558.00	RSM25FAC M, L, O&P	P
35	08-71-20-90-0040	Door hardware, hinges, full mortise, average frequency, steel base, US26D, 4-1/2" x 4-1/2"	Pair	30.0000	$26.50	$795.00	RSM25FAC M, O&P	P
36	08-79-20-10-0140	Door hardware, door bolt, surface, 4"	Ea.	2.0000	$66.00	$132.00	RSM25FAC M, L, O&P	P
		08 - Openings Total						**$14,353.50**

09 - Finishes

37	09-01-70-10-0140	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, up to 2" square	Ea.	50.0000	$66.00	$3,300.00	RSM25FAC M, L, O&P	P
38	09-01-90-92-0510	Paint preparation, surface protection, placement & removal, basic drop cloths	S.F.	6,000.0000	$0.10	$600.00	RSM25FAC L, O&P	P
39	09-01-90-92-0520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	3,000.0000	$0.97	$2,910.00	RSM25FAC M, L, O&P	P
40	09-01-90-92-0530	Paint preparation, surface protection, placement & removal, volume cover up (using plastic sheathing or building paper)	S.F.	30,000.0000	$0.04	$1,200.00	RSM25FAC L, O&P	P
41	09-01-90-93-0810	Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	S.F.	4,000.0000	$0.30	$1,200.00	RSM25FAC L, E, O&P	P
42	09-05-05-20-0560	Carpet tile, permanent adhesive, removal	S.F.	1,000.0000	$0.68	$680.00	RSM25FAC L, O&P	P
43	09-05-05-30-2300	Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (gypsum wallboard)	S.F.	1,000.0000	$3.68	$3,680.00	RSM25FAC L, O&P	P
44	09-29-10-30-2090	Gypsum wallboard, on walls, standard, w/compound skim coat (level 5 finish), 5/8" thick	S.F.	1,000.0000	$2.71	$2,710.00	RSM25FAC M, L, O&P	P
45	09-29-15-10-0400	Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4"	C.L.F.	2.0000	$287.00	$574.00	RSM25FAC M, L, O&P	P
46	09-29-15-10-1170	Accessories, gypsum board, screws, #6 x 1-5/8" A	M	3.0000	$25.50	$76.50	RSM25FAC M, O&P	P

Estimator: James Monroe **Combined estimates...**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
47	09-32-13-10-1500	Ceramic tile, sanitary cove base, mud set, 6" x 6" h	L.F.	60.0000	$22.00	$1,320.00	RSM25FAC M, L, O&P	P
48	09-65-10-10-3600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	S.F.	2,000.0000	$5.45	$10,900.00	RSM25FAC M, L, O&P	P
49	09-65-13-13-0700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	400.0000	$3.21	$1,284.00	RSM25FAC M, L, O&P	P
50	09-65-16-10-8700	Resilient flooring, adhesive cement, 1 gallon per 200 - 300 S.F.	Gal.	10.0000	$28.00	$280.00	RSM25FAC M, O&P	P
51	09-65-19-23-7550	Flooring, vinyl tile, standard colors, patterns, 12" x 12, 1/8" thick	S.F.	200.0000	$4.75	$950.00	RSM25FAC M, L, O&P	P
52	09-68-13-10-5060	Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	S.Y.	222.2222	$52.00	$11,555.55	RSM25FAC M, L, O&P	P
53	09-77-30-10-0030	Fiberglass reinforced plastic panel, on walls, adhesive mounted, smooth surface, .090" thick	S.F.	100.0000	$5.45	$545.00	RSM25FAC M, L, O&P	P
54	09-91-13-60-0800	Paints & coatings, siding, exterior, alkyd (oil base), paint 2 coats, brushwork	S.F.	200.0000	$1.35	$270.00	RSM25FAC M, L, O&P	P
55	09-91-23-33-2200	Paints & coatings, interior, alkyd (oil base), panel door & frame, oil, one coat, brushwork, 3' x 7'	Ea.	30.0000	$118.00	$3,540.00	RSM25FAC M, L, O&P	P
56	09-91-23-72-0800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork	S.F.	4,400.0000	$1.45	$6,380.00	RSM25FAC M, L, O&P	P
57	09-91-23-72-1670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	14,500.0000	$2.61	$37,845.00	RSM25FAC M, L, O&P	P
58	09-97-10-10-1600	Paints & coatings, interior alkyd (oil base), semi-gloss, in 5 gallon lots	Gal.	10.0000	$90.50	$905.00	RSM25FAC M, O&P	P
59	09-97-10-10-1900	Paints & coatings, interior alkyd, latex, flat, in 5 gallon lots	Gal.	100.0000	$76.00	$7,600.00	RSM25FAC M, O&P	P
60	09-97-10-10-2200	Paints & coatings, interior alkyd, latex, primer/sealer, in 5 gallon lots	Gal.	30.0000	$31.00	$930.00	RSM25FAC M, O&P	P
		09 - Finishes Total						**$101,235.05**

10 - Specialties

61	10-28-13-13-1105	Toilet accessories, grab bars, straight, stainless steel, 42" long	Ea.	2.0000	$89.50	$179.00	RSM25FAC M, L, O&P	P
62	10-44-16-13-2060	Fire extinguishers, dry chemical, pressurized, ABC all purpose type, portable, 5 lb	Ea.	2.0000	$90.00	$180.00	RSM25FAC M, O&P	P
		10 - Specialties Total						**$359.00**

12 - Furnishings

63	12-36-23-30-1500	Countertops, plastic laminate, 24" wide, 1-1/2" thick edging, plastic laminate edging, minimum	L.F.	20.0000	$81.00	$1,620.00	RSM25FAC M, L, O&P	P

Estimator: James Monroe **Combined estimates...**

12 - Furnishings

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
64	12-36-23-30-1500-2640	Countertops, plastic laminate, backsplash, add to above, maximum (Modified using 12-36-23-30-2640)	L.F.	20.0000	$27.50	$550.00	RSM25FAC M, L, O&P	P
		12 - Furnishings Total						**$2,170.00**

22 - Plumbing

65	22-05-05-10-1220	Fixture, counter top lavatory, disconnect and remove	Ea.	5.0000	$118.00	$590.00	RSM25FAC L, O&P	P
66	22-05-05-10-1300	Fixture, sink, single compartment, selective demolition	Ea.	5.0000	$118.00	$590.00	RSM25FAC L, O&P	P
67	22-05-05-10-1350	Shower, group, selective demolition	Ea.	4.0000	$242.00	$968.00	RSM25FAC L, O&P	P
68	22-05-05-10-1400	Fixture, water closet, floor mounted, selective demolition, includes 10' piping	Ea.	2.0000	$118.00	$236.00	RSM25FAC L, O&P	P
69	22-05-05-10-2250	Water heater, 40 gallon, selective demolition	Ea.	1.0000	$157.00	$157.00	RSM25FAC L, O&P	P
70	22-11-19-42-1020	Backflow preventer, double check principle, corrosion resistant, automatic operation, ball valves, threaded, 3/4" pipe size, includes valves and four test cocks	Ea.	1.0000	$400.00	$400.00	RSM25FAC M, L, O&P	P
71	22-41-16-13-0600	Lavatory, vanity top, porcelain enamel on cast iron, white, 20" x 18", includes trim	Ea.	2.0000	$780.00	$1,560.00	RSM25FAC M, L, O&P	P
72	22-41-39-10-2120	Faucets/fittings, lavatory faucet, center set with pop-up drain	Ea.	2.0000	$259.00	$518.00	RSM25FAC M, L, O&P	P
73	22-42-16-40-6650	Sink, service, floor, porcelain enamel on cast iron, corner, 28" x 28", includes faucet and drain	Ea.	1.0000	$2,125.00	$2,125.00	RSM25FAC M, L, O&P	P
		22 - Plumbing Total						**$7,144.00**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

74	23-05-05-10-1610	Ductwork, flex, prefabricated, selective demolition	L.F.	100.0000	$3.28	$328.00	RSM25FAC L, O&P	P
75	23-05-93-10-3000	Balancing, air conditioning equipment, supply, return, exhaust, registers and diffusers, average ceiling height, (Subcontractor's quote including material & labor)	Ea.	3.0000	$84.00	$252.00	RSM25FAC O&P	P
76	23-09-43-10-9035	Single-pipe Direct Acting Wireless Pneumatic Thermostat	Ea.	3.0000	$490.00	$1,470.00	RSM25FAC M, L, O&P	P
77	23-33-46-10-1940	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, insulated, P.E. jacket, 1" thick, 6" diameter, pressure to 12"(WG) UL-181	L.F.	100.0000	$11.70	$1,170.00	RSM25FAC Grn, M, L, O&P	P
78	23-37-13-30-0140	Grille, aluminum, air supply, adjustable, single deflection, 8" x 8"	Ea.	3.0000	$62.00	$186.00	RSM25FAC M, L, O&P	P
79	23-37-13-60-1040	Register, air supply, ceiling/wall, anodized aluminum, adjustable curved face bars, one or two way deflection, 8" x 8", includes opposed blade damper	Ea.	3.0000	$113.00	$339.00	RSM25FAC M, L, O&P	P

Estimator: James Monroe **Combined estimates...**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
80	23-81-26-10-5120	Split ductless system, cooling / heating, wall mount, 1-1/2 ton cooling	Ea.	3.0000	$3,575.00	$10,725.00	RSM25FAC M, L, O&P	P
81	23-81-26-10-5120-7050	Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 50' kit (Modified using 23-81-26-10-7050)	Ea.	3.0000	$580.00	$1,740.00	RSM25FAC M, L, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						**$16,210.00**

26 - Electrical

82	26-01-50-81-3200	Lighting fixture, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	Ea.	5.0000	$226.00	$1,130.00	RSM25FAC L, O&P	P
83	26-05-05-10-0380	Non metallic sheathed cable, (Romex), #12, 2 wire, electrical demolition, remove	L.F.	200.0000	$1.43	$286.00	RSM25FAC L, O&P	P
84	26-05-05-10-0460	Wiremold raceway, no. 6000, electrical demolition, remove	L.F.	20.0000	$5.45	$109.00	RSM25FAC L, O&P	P
85	26-05-05-10-1790	Receptacle & switches, 15 to 30 amp, electrical demolition, remove	Ea.	30.0000	$6.75	$202.50	RSM25FAC L, O&P	P
86	26-05-19-20-9060	Metal clad cable, copper, steel clad, 600 volt, 4 wire, #12	C.L.F.	3.0000	$445.00	$1,335.00	RSM25FAC M, L, O&P	P
87	26-05-23-20-0500	Thermostat cable, jacket non-plenum, twisted, #18-2 conductor	C.L.F.	2.0000	$146.00	$292.00	RSM25FAC M, L, O&P	P
88	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	150.0000	$48.50	$7,275.00	RSM25FAC M, L, O&P	P
89	26-05-90-10-9530	Thermostat, residential, hook-up, using low voltage wire, heating/cooling, 25' of #18-4	Ea.	3.0000	$59.00	$177.00	RSM25FAC M, L, O&P	P
90	26-27-26-20-0510	Toggle switch, quiet type, single pole, 30 Amp	Ea.	30.0000	$64.00	$1,920.00	RSM25FAC M, L, O&P	P
91	26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp	Ea.	50.0000	$51.00	$2,550.00	RSM25FAC M, L, O&P	P
		26 - Electrical Total						**$15,276.50**

27 - Communications

92	27-15-13-13-7242	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	C.L.F.	20.0000	$152.00	$3,040.00	RSM25FAC M, L, O&P	P
93	27-15-13-13-7316	Unshielded twisted pair (UTP) jack, RJ45, category 6	Ea.	100.0000	$21.00	$2,100.00	RSM25FAC M, L, O&P	P
94	27-15-43-13-1020	Voice/data wall plate, plastic, 1 gang, 2-port, excl voice/data devices	Ea.	50.0000	$15.10	$755.00	RSM25FAC M, L, O&P	P
		27 - Communications Total						**$5,895.00**

Alternate

Estimator: James Monroe **Combined estimates...**

Alternate

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
95	02-87-19-40-0250	Control cleaning, supply or return ductwork, up to 2 square foot cross section, includes PPE	L.F.	500.0000	$3.92	$1,960.00	CUSTOM M, L, O&P	P
96	02-87-19-40-0340	Control cleaning, grill, diffuser or register, includes PPE	Ea.	25.0000	$27.50	$687.50	CUSTOM M, L, O&P	P
97	08-43-13-20-0500	Storefront systems, aluminum frame, commercial grade, clear 1.4" tempered glass,wall height to 12' high	S.F.	20.0000	$55.50	$1,110.00	CUSTOM M, L, O&P	P
		Alternate Total						**$3,757.50**

Trades

98	CARP	Carpenters - 2025 RSMeans Facilities O&P Rate	Hour	80.0000	$98.75	$7,900.00	Trades L, O&P	P
99	CRPT	Carpet & Linoleum Layers - 2025 RSMeans Facilities O&P Rate	Hour	48.0000	$95.05	$4,562.40	Trades L, O&P	P
100	ELEC	Electricians - 2025 RSMeans Facilities O&P Rate	Hour	340.0000	$113.60	$38,624.00	Trades L, O&P	P
101	PLUH	Plumber Helpers - 2025 RSMeans Facilities O&P Rate	Hour	24.0000	$91.90	$2,205.60	Trades L, O&P	P
102	PLUM	Plumbers - 2025 RSMeans Facilities O&P Rate	Hour	24.0000	$118.05	$2,833.20	Trades L, O&P	P
103	PORD	Painters, Ordinary - 2025 RSMeans Facilities O&P Rate	Hour	320.0000	$82.95	$26,544.00	Trades L, O&P	P
104	SHEE	Sheet Metal Workers - 2025 RSMeans Facilities O&P Rate	Hour	24.0000	$115.50	$2,772.00	Trades L, O&P	P
105	SKWK	Skilled Workers Average (35 trades) - 2025 RSMeans Facilities O&P Rate	Hour	120.0000	$102.70	$12,324.00	Trades L, O&P	P
106	TILF	Tile Layers - 2025 RSMeans Facilities O&P Rate	Hour	8.0000	$91.90	$735.20	Trades L, O&P	P
		Trades Total						**$98,500.40**

Estimate Grand Total **244,510.73**

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: October 14, 2025

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

Background Information:
The City routinely amends its budget, which for Fiscal Year 2025 runs from October 1st to September 30th, 2025, to secure Council approval for updated appropriations in various funds. These amendments address a range of needs, including administrative adjustments to accurately reflect offsetting revenues and expenses, cover unanticipated expenditures, allocate new revenues, and facilitate the transfer of internal funds across the City's operational platform, with all changes ultimately approved by ordinance.

The following expenditures are requested for amendment to the original budget for the month of September.

- $200,000 in legal fee expenses from the General Fund.
- $150,000 in electric utility expenses for streetlights from the General Fund.
- $60,000 in electric utility expenses for facilities from the General Fund.
- $50,000 in overtime expenses for Building Services from the General Fund.
- $140,000 in professional drainage review pass-through expenses for Engineering from the General Fund.
- $25,000 in payroll expenses for the Marketing Department from the General Fund.
- $25,000 in payroll expenses for the Human Resources Department from the General Fund.
- $100,000 in electric utility expenses for the Water Department from the Water/Wastewater Fund.

- $28,853 in ROW easement fees from the Water Infrastructure Fund.
- $1,045 in police expenses from the Seizures and Forfeitures Fund.
- $7,327 in legal fee expenses from the Stabilization Fund.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The proposed amendment uses fund balance and revenue to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance to fund the proposed amendment.

Staff Recommendation:
Staff recommends approval.

FY 2025 BUDGET AMENDMENT

City Council Meeting
October 14, 2025

DETAILS

- Outside legal services expenses in General Fund.
- Electricity expenses for Streetlights and facilities in General Fund.
- Overtime expenses for Building Services in General Fund.
- Professional services for the Engineering Department drainage review passthrough in General Fund.
- Payroll expenses for Marketing and Human Resources in General Fund.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Fund Balance Offset	(650,000)
General Fund	Legal	Legal	200,000
General Fund	Street Lights	Electricity	150,000
General Fund	Electricity	Electricity	60,000
General Fund	Overtime	Building Inspection Overtime	50,000
General Fund	Professional Service	Professional Drainage Review Passthrough	140,000
General Fund	Payroll	Payroll, Payroll Taxes, TMRS, Health Insurance, etc.	25,000
General Fund	Payroll	Payroll, Payroll Taxes, TMRS, Health Insurance, etc.	25,000

DETAILS

- Electricity expenses in the Water/Wastewater Fund.
- ROW easement expenses in the Water Infrastructure Fund.
- Police expenses in the Seizures and Forfeitures Fund.
- Legal expenses in the Stabilization Fund.

Fund	Type	Description	Adjustment
Water/Wastewater Fu	Fund Balance	Fund Balance Offset	(100,000)
Water/Wastewater Fu	Electricity	Electricity	100,000
Water Infrastructure F	Fund Balance	Fund Balance Offset	(28,853)
Water Infrastructure F	ROW/Easements	ROW	28,853
Seizures and Forfeiture	Fund Balance	Fund Balance Offset	(1,045)
Seizures and Forfeiture	Other Agencies-Seizure	Police Seizures Fund	1,045
Stabilization Fund	Fund Balance	Fund Balance Offset	(7,327)
Stabilization Fund	Legal Fees	Legal Fees	7,327

QUESTIONS?

ORDINANCE NO. 2025-____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 14th day of October 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: October 14, 2025

Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Fund Balance Offset	(650,000)
102-123-000-6230	Legal	Legal	200,000
102-123-000-6531	Street Lights	Electricity	150,000
102-112-000-6520	Electricity	Electricity	60,000
102-107-000-6105	Overtime	Building Inspection Overtime	50,000
102-115-000-6212	Professional Service Development	Professional Drainage Review Passthrough	140,000
102-114-000-6100	Payroll	Payroll, Payroll Taxes, TMRS, Health Insurance, etc.	25,000
102-116-000-6100	Payroll	Payroll, Payroll Taxes, TMRS, Health Insurance, etc.	25,000
202-31-3050	Fund Balance	Fund Balance Offset	(100,000)
202-117-000-6520	Electricity	Electricity	100,000
205-31-3050	Fund Balance	Fund Balance Offset	(28,853)
205-117-000-8506	ROW/Easements	ROW	28,853
116-31-3050	Fund Balance	Fund Balance Offset	(1,045)
116-112-000-6221	Other Agencies-Seizure Share	Police Seizures Fund	1,045
127-31-3050	Fund Balance	Fund Balance Offset	(7,327)
127-123-000-6230	Legal Fees	Legal Fees	7,327

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: October 14, 2025

Agenda Item:
Consider and act upon an Ordinance amending Ordinance No. 2025-94 which adopted and approved the budget for fiscal year beginning October 1, 2025, and ending September 30, 2026, and make appropriations for each department, project, and account, by adopting an amended 2025-2026 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:
The City routinely amends its budget, which for Fiscal Year 2026 runs from October 1st to September 30th, 2026, to secure Council approval for updated appropriations in various funds. These amendments address a range of needs, including administrative adjustments to accurately reflect offsetting revenues and expenses, cover unanticipated expenditures, allocate new revenues, and facilitate the transfer of internal funds across the City's operational platform, with all changes ultimately approved by ordinance.

The following expenditures are requested for amendment to the original budget for the month of October.

- $39,000 in TIRZ 11 project expenses from the Downtown TIRZ Fund.
- $100,000 in expenses for the athletic programming study purchase order to roll over from FY 2025 in the General Fund.
- $2,414 in expenses for vehicle repairs in the General Fund and offsetting revenue from insurance proceeds.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation
2. Ordinance

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

FY 2026 BUDGET AMENDMENT

City Council Meeting
October 14, 2025

DETAILS

- Downtown TIRZ expenses for administrative project in the Downtown TIRZ Fund.
- Athletic programming study PO rollover from FY 2025 in the General Fund.
- Insurance proceeds for vehicle and equipment repairs.

Fund	Type	Description	Adjustment
Seizure Fund	Fund Balance	TIRZ 11 Administrative Project Expenses	(39,000)
Seizure Fund	Miscellaneous Expense	TIRZ 11 Administrative Project Expenses	39,000
Seizure Fund	Fund Balance	Athletic Programming Study Rollover from FY 2025	(100,000)
General Fund	Contract Services	Athletic Programming Study Rollover from FY 2025	100,000
General Fund	Insurance Proceeds	Insurance Proceeds	(2,414)
General Fund	Vehicle Repairs	Insurance Proceeds	2,414

QUESTIONS?

ORDINANCE NO. 2025-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2025-94, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2025-2026 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2025-2026, heretofore previously adopted by Ordinance 2025-94; and

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

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

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

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

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

SECTION 2. The City's budget for the fiscal year ending September 30, 2026, heretofore previously adopted by Ordinance 2025-94 duly enacted by the City Council of the City of Celina on the 9th day of September, 2025, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 14th day of October 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: October 14, 2025

Account #	Account Name	Description	Adjustment
311-31-3050	Fund Balance	TIRZ 11 Administrative Project Expenses	(39,000)
311-123-000-6680	Miscellaneous Expense	TIRZ 11 Administrative Project Expenses	39,000
102-31-3050	Fund Balance	Athletic Programming Study Rollover from FY 2025	(100,000)
102-113-000-6200	Contract Services	Athletic Programming Study Rollover from FY 2025	100,000
102-400-000-4707	Insurance Proceeds	Insurance Proceeds	(2,414)
102-112-000-6432	Vehicle Repairs	Insurance Proceeds	2,414

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
Date: October 14, 2025

Agenda Item:
Consider and act to purchase two (2) outfitted patrol vehicles, one (1) detective vehicle, and one (1) administrative services vehicle for the Police Department from multiple vendors through several cooperative contracts for an amount not to exceed $331,634.54. (Cullison)

Background Information:
Staff requests authorization to procure four (4) new vehicles for the Police Department. The vehicles will be used for the following:

- Chevrolet Silverado - Patrol
- Dodge Durango - Patrol
- Chevrolet Traverse — Community Services Sergeant
- Chevrolet Traverse - Detective

All enhancement vehicles have been budgeted and approved in the FY 2026 budget. The vehicles will be purchased through various cooperative contracts.

Item Description	MBudget ID	Contract #	Vendor	Price
Chevrolet Traverse	1042	TIPS #2401901	Silsbee Chevrolet	$40,505.00
Chevrolet Traverse	984	TIPS #2401901	Silsbee Chevrolet	$40,505.00
Chevrolet Silverado PPV	1114	BuyBoard #742-23	Caldwell Chevrolet	$52,728.00
Dodge Durango PPV	1114	BuyBoard #742-23	Caldwell Dodge	$47,650.00
Traverse Upfitting	1042	Frisco 2401-062	Haloz36	$ 6,373.44
Traverse Upfitting	984	Frisco 2401-062	Haloz36	$ 6,373.44
Silverado Upfitting	1114	BuyBoard 698-23	Cap Fleet	$32,505.00
Durango Upfitting	1114	BuyBoard 698-23	Cap Fleet	$31,063.00
Silverado Claw	1114	BuyBoard 698-23	CMC	578.85
Durango Claw	1114	BuyBoard 698-23	CMC	578.85
Silverado Radio	1114	DIR #DIR-CPO-5433	Motorola	$3,601.20
Durango Radio	1114	DIR #DIR-CPO-5433	Motorola	$3,549.28
Silverado Radar	1114	BuyBoard 703-23	Applied Concepts	$6,770.59

Durango Radar	1114	BuyBoard 703-23	Applied Concepts	$6,770.59
Silverado Dashcam	1114	BuyBoard 743-24	Axon	$6,770.59
Durango Dashcam	1114	BuyBoard 743-24	Axon	$6,770.59
Silverado Computer	1114	DIR #DIR-CPO-5225	GTS	$7,284.86
Durango Computer	1114	DIR #DIR-CPO-5225	GTS	$7,284.86
Silverado Antenna	1114	Open Market	MCA	$834.15
Durango Antenna	1114	Open Market	MCA	$834.15
Silverado Shield	1114	BuyBoard 698-23	MES	$9,321.25
Durango Shield	1114	BuyBoard 698-23	MES	$9,321.25
Total for all Vehicles				**$331,634.54**

The City maintains executed Interlocal Agreements 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.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2 Traverses
3. Celina Patrol Durango
4. Celina Patrol Silverado
5. Durango Upfit Cost
6. Silverado Upfit Cost
7. Traverse Upfit Cost
8. Vehicle Enhancement Costs
9. Axon Dashcam Cost

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

Staff Recommendation:
Staff recommends the purchase as presented.

FY26 Police Department Vehicle Enhancements

John Cullison
October 14th, 2025

AGENDA OVERVIEW

- Authorize the purchase of four (4) vehicles for the Police Department. All vehicles are budgeted in the Police Department Capital Vehicle FY26 line item.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 POLICE DEPARTMENT CAPITAL VEHICLE FUND

- The Police Department is purchasing:

- 2 Marked Patrol Vehicles
  - 1 Dodge Durango, 1 Chevrolet Silverado

- 2 Administrative/Detective Vehicles
  - 2 Chevrolet Traverses
    - Community Services Sergeant, Victims Advocate Detective

QUESTIONS?

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: September 10, 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 X1	$ -
LKO	2.5L TURBO	$ -		BLUE X1	
	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%]** **$=** 1.4 **%**

Description	Bid Price	Options	Bid Price
LGL WINDOW TINT	$ 149.00		
1 ADDITIONAL KEY	$ 389.00		

Total of C. Unpublished Options: $ 538.00

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:** $ 40,505.00

I. **Quantity Ordered** 2 **x H =** $ 81,010.00

J. **Trade in:** $ -

K. **Total Purchase Price** $ 81,010.00

CALDWELL COUNTRY CHEVROLET II LLC
800 HWY 21 E CALDWELL, TEXAS 77836
BUYBOARD 724-23

End User: CELINA POLICE DEPT. **Caldwell Rep:** BRAD SMITH
Contact: **Phone:** (979) 567-1500
Phone/ Email: **Date:** Thursday, September 4, 2025
Product Description: 2026 Dodge Durango (WDEE75) Pursuit AWD **Email:** BSMITH@USAAUTOMOTIVEPARTNE

A. **Bid Series:** 2026 DODGE DURANGO PURSUIT AWD **A. Base Price:** $ 46,875.00

B. **Published Options [Itemize each below]**

Code	Model Vehicle				
WDEE75	2026 Dodge Durango (WDEE75) Pursuit AWD				
Code	**Options**	**Bid Price**	**Code**	**Options**	**Bid Price**
ADG	Technology Group	$0.00	DFD	Transmission: 8-Speed Automatic 8HP70	$0.00
ADL	Skid Plate Group	$0.00	PXJ	DB Black Clearcoat	$0.00
DPM	3.09 Rear Axle Ratio	$0.00	WBN	Wheels: 18" x 8" Black Steel	$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	$0.00			
LNF	Black Left LED Spot Lamp	$0.00			
XCS	4 Additional Key Fobs	$0.00			
Z6J	GVWR: 7,100 lbs	$0.00			
22Z	Quick Order Package 22Z	$0.00			
C5X9	Black, Cloth Bucket Seats w/Shift Insert	$0.00			

Total of B. Published Options $ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]**

Unpublished Options	Bid Price	Unpublished Options	Bid Price

Total of C. Unpublished Options: $ -

D. **Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**

E. **Upfitter/Quote Number:**

F. **Delivery ETA:** 90 - 120 Days Approx. $ -

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** 125 **miles** $ 375.00

K. **Subtotal** $ 47,250.00

L. **Quantity Ordered** 1 **x K =** $ 47,250.00

M. **Trade in:**

N. **Coop Fee per purchase order** **$ 400.00**

O. **Total purchase price with coop fee (Prices and availability are subject to change without notice)** **$ 47,650.00**

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)

CALDWELL COUNTRY CHEVROLET II LLC
800 HWY 21 E CALDWELL, TEXAS 77836
BUYBOARD 724-23

End User: CELINA POLICE DEPT. **Caldwell Rep:** BRAD SMITH
Contact: **Phone:** (979) 567-1500
Phone/ Email: **Date:** Friday, August 29, 2025
Product Description: 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" ' **Email:** BSMITH@USAAUTOMOTIVEPARTNE

A. Bid Series: 2026 CHEVROLET SILVERADO 1500 PPV 4WD **A. Base Price:** $ 51,878.00

B. Published Options [Itemize each below]

Code	Model Vehicle				
CK10543	2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck				
Code	**Options**	**Bid Price**	**Code**	**Options**	**Bid Price**
5J1	Calibration, keyless remote panic button ext	$0.00	C5Y	GVWR, 7100 lbs. 3221 kg	$0.00
5J3	Calibration, Surveillance Mode Interior & E	$0.00	CTT	Hitch Guidance	$0.00
5J9	Calibration, Taillamp Flasher, Red/White	$0.00	DLF	Mirrors, outside heated power-adjustable	$0.00
5LO	Calibration, Taillamp Flasher, Red/Red	$0.00	G80	Auto-locking rear differential	$0.00
6J7	Flasher System	$0.00	GEZ	Ship Thru, Produced in Silao Assembly and ship	$0.00
7X3	Spotlamp Left-hand pillar mounted, LED	$0.00	GU5	Rear axle, 3.23 ratio	$0.00
9C1	Police Pursuit Package	$0.00	J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel (	$0.00
AKO	Glass, deep-tinted	$0.00	JHD	Hill Descent Control	$0.00
C49	Defogger, rear-window electric	$0.00	K47	Air filter, heavy-duty	$0.00
				Total of B. Published Options	$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

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

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number:

F. Delivery ETA: 90 - 120 Days Approx. $ -

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 150 **miles** $ 450.00

K. Subtotal $ 52,328.00

L. Quantity Ordered 1 **x K =** $ 52,328.00

M. Trade in:

N. Coop Fee per purchase order **$ 400.00**

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) **$ 52,728.00**

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)

Quote

Date	**08-27-2025**
Quote #	**CAPQ-112056**

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:	ajones@celina-tx.gov
Contact Name:	Alex Jones

Year:	2026
Make:	Dodge
Model:	DURANGO

Job Description: PATROL DURANGO
BUYBOARD 698-23

Quote Summary

Per Vehicle Subtotal	$31,063.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$31,063.00
# Vehicles Quoted	1

Grand Total $31,063.00

****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 **08-27-2025**
Quote # **CAPQ-112056**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CAR				
1	RWW	ACTIVATE REAR OEM TAILLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
1	FWW	ACTIVATE FRONT OEM HEADLIGHT FLASHER Wiring Instructions : WIRE ACTIVATION LEAD TO SIREN CONTROLLER	$0.00	$0.00
CONSOLE/MDT				
1	PP-2021-DUR-SWL	(PP-2021-DUR-SWL) 2021-2025 DURANGO PURSUIT SHORTY CENTER CONSOLE WITH LOCKING ARM REST LID. INCLUDES USB/USB-C EXTENSION PLUG. REQUIRES FACTORY METAL FLOOR PLATE. 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
EMERGENCY LIGHTING				
1	LGYSD48CORETD-DE	48" 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*	$4,739.00	$4,739.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : PB1 - DS FRONT	$0.00	$0.00
1	EB8SP3JY	LEGACY WCX 48" 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	STPKT85	LIGHTBAR STRAP KIT #85; DODGE DURANGO 11-24	$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;	$0.00	$0.00

Quote

Date	**08-27-2025**
Quote #	**CAPQ-112056**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		DODGE CHARGER 18-23; DODGE DURANGO 18-24; JEEP GRAND CHEROKEE 21		
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
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	CEXAMP	WECANX EXTERNAL AMPLIFIER	$204.00	$204.00
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	$132.00	$528.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB11 - DS SIDE - VERT Notes: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3	$132.00	$132.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB22 - PS SIDE - VERT Notes: CRUISE BLUE R/B SLIDE 2 R/B/W SLIDE 3	$132.00	$132.00
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	$120.00	$240.00
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	$120.00	$240.00
4	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	$17.00	$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: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3	$132.00	$132.00

Quote

Date **08-27-2025**
Quote # **CAPQ-112056**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		LEFT ALLEY		
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	$132.00	$132.00
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	$1,028.00	$1,028.00
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LP2 - HORIZONTAL ON BRACKET	$132.00	$264.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	$37.00	$37.00
1	TLIR	ION T-SERIES LINEAR LT RED Wiring Instructions : WIRE SOLO Mounting Location : LG3 - LIFTGATE - ON INSIDE	$93.00	$93.00
1	TLIB	ION T-SERIES LINEAR LT BLUE Wiring Instructions : WIRE SOLO Mounting Location : LG3 - LIFTGATE - ON INSIDE	$93.00	$93.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : O - OTHER - SEE NOTES Notes: OVER CONSOLE WORE TO CONTROLLER	$57.00	$57.00
3	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : L1 - INSIDE - PRISONER Notes: one over passenger prisoner one over driver side prisoner one in the center	$57.00	$171.00
2	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : LG3 - LIFTGATE - ON INSIDE	$57.00	$114.00
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	5202T-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; 21-25 DODGE DURANGO PURSUIT/SPECIAL SERVICE	$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	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	PSSP6714D18A	POLY CENTER SLIDER WINDOW WITH EXPANDED METAL	$1,138.00	$1,138.00

Quote

Date **08-27-2025**
Quote # **CAPQ-112056**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		INSERT PARTITION - SPACE SAVER PLUS - INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS; DODGE DURANGO PPV/SSV 2018-2025		
1	S6705D18OSB	STANDARD TRANSPORT SEAT W/ 7GA. STEEL SCREEN WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS; REAR TRANSPORT SEATS; DODGE DURANGO PPV/SSV 2018-2025	$2,071.00	$2,071.00
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	GRAPHICS	CUSTOM GRAPHICS	$1,038.00
1	LABOR	LABOR	$7,300.00
1	SHIPPING	SHIPPING	$800.00
1	SHOP SUPPLIES	SHOP SUPPLIES	$255.00
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
1	WIRING HARNESS	WIRING HARNESS	$350.00
1	PAINT 2	DOORS, 4	$1,000.00
1	TINT	TINT, FRONT WINDOWS ONLY	$125.00

QTY	Make	Model	Used
1	Cradlepoint	Cradle Point with Power Cables - Mounted in top level of cargo box Cradlepoint Roof Antenna	☐
1	Stalker	DSR 2X	☐
1	Motorola	APX 8500	☐
1	Axon	Axon Fleet 3	☐
1	ANTENNA	5-IN-1 Sharkfin Multipurpose Antenna	☐
1	Havis	Docking Station	☐

Quote

Date	**08-27-2025**
Quote #	**CAPQ-112057**

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:	ajones@celina-tx.gov
Contact Name:	Alex Jones

Year:	2025
Make:	CHEVROLET
Model:	SILVERADO 1500

Job Description: PATROL SILVERADO
BUYBOARD 698-23

Quote Summary

Per Vehicle Subtotal	$32,505.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$32,505.00
# Vehicles Quoted	1

Grand Total $32,505.00

****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 **08-27-2025**
Quote # **CAPQ-112057**

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-2019-CHPU-SFF	(PP-2019-CHPU-SFF) 2019-2025 CHEVY SILVERADO SHORTY CENTER CONSOLE WITH LOCKING ARM REST LID. **NO TRAILER BRAKE CONTROLLER** FITS 1500 MODEL *DOES NOT FIT REFRESH MODELS*	$964.00	$964.00
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	$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 Location/Order : Console 1 / 1	$29.00	$29.00
1	PP-12VUSBCVM	(PP-12VUSBCVM) DUAL USB 3.0/USB TYPE-C CHARGER WITH DIGITAL VOLT METER. REQUIRES 12V INPUT. Location/Order : Console 1 / 3	$37.00	$37.00
3	MMBP	MAGNETIC MIC KIT	$45.00	$135.00
3	C-MCB	MIC CLIP BRACKET	$17.00	$51.00
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER	$315.00	$315.00
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE	$197.00	$197.00
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 : 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	SAK1	SA-315 MOUNT KIT UNIVERSAL	$0.00	$0.00

Quote

Date **08-27-2025**
Quote # **CAPQ-112057**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		Mounting Location : PB1 - DS FRONT		
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	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	$44.00	$44.00
1	CEXAMP	WECANX EXTERNAL AMPLIFIER	$204.00	$204.00
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	$132.00	$528.00
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	$132.00	$132.00
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	$132.00	$132.00
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	$120.00	$240.00
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	$120.00	$240.00
4	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	$17.00	$68.00
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE IN 2ND ROW DOORS ; WIRE TRIO W/	$132.00	$132.00

Quote

Date **08-27-2025**
Quote # **CAPQ-112057**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		WHITE OVERRIDE Mounting Location : RDW1 - REAR DOOR WINDOWS - DS Notes: CRUISE RED R/B SLIDE 2 R/B/W SLIDE 3 LEFT ALLEY		
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE IN 2ND ROW DOORS ; WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RDW2 - REAR DOOR WINDOWS - PS Notes: CRUISE BLUE R/B SLIDE 2 R/B/W SLIDE 3 RIGHT ALLEY	$132.00	$132.00
1	BSRW8/ISR49-BSSP28JA	INNER EDGE RST WCX 8-LT TRAY; INNER EDGE RST MT SILVERADO; 4/4 DUO K/M LTHD D/P PROMO PKG; CHEVROLET SILVERADO 1500 19-25; CHEVROLET SILVERADO 2500/3500 20-25 Mounting Location : RG1 - HIGH CENTER	$1,028.00	$1,028.00
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : LP2 - HORIZONTAL ON BRACKET	$132.00	$264.00
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.	$37.00	$37.00
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	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : C3 - CONSOLE - FRONT Notes: OVER THE CONSOLE	$57.00	$57.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : L1 - INSIDE - PRISONER Notes: DS MOUNT OVER REAR DRIVER SEAT	$57.00	$57.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Mounting Location : L1 - INSIDE - PRISONER Notes: PS MOUNT OVER REAR PASSENGER SEAT	$57.00	$57.00
2	IONK1B	SWIVEL MOUNT KIT FOR ION BLK	$37.00	$74.00
EXTERIOR				
1	5177T-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); MILD STEEL; TEXTURED BLACK; 23-25 CHEVROLET SILVERADO 1500 PPV	$492.00	$492.00
1	4L61T-M1B	LR MASK; 4-LIGHT MASK PLATE (WHELEN ION); STEEL; TEXTURED BLACK; UNIVERSAL	$67.00	$67.00
1	69404887PC	RB20 RUNNING BOARDS - COMPLETE KIT: RB20 RUNNING BOARD + BRACKETS; CAB LENGTH; GALVANIZED STEEL; TEXTURED BLACK; 19-25 CHEVROLET SILVERADO 1500; 22	$620.00	$620.00

Quote

Date **08-27-2025**
Quote # **CAPQ-112057**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		CHEVROLET SILVERADO 1500 LTD; 20-25 CHEVROLET SILVERADO 2500 HD/3500 HD; 19-25 GMC SIERRA 1500; 22 GMC SIERRA 1500 LIMITED; 20-25 GMC SIERRA 2500 HD/3500 HD		
PRISONER TRANSPORT EQUIPMENT				
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	PK1152CHT191500	#10XL C HORIZONTAL SLIDING WINDOW; COATED POLYCARBONATE WITH EXPANDED METAL WINDOW SECURITY SCREEN; XL PANEL PARTITION; *INCLUDES XL RECESSED PANEL & LOWER EXTENSION PANEL; CHEVROLET SILVERADO 1500 19-25	$1,085.00	$1,085.00
1	TK1459CHT191500	CARGO DECK W/DRAWER MAX; *NOT COMPATIBLE WITH: REAR WINDOW BARRIER; *NOT COMPATIBLE WITH: SPT PARTITION; *INCLUDES REQUIRED: DUAL POLY WALL FOR RECESSED PANEL FRONT PARTITION; RADIO BOX; LOWER CARGO DECK W/RUBBER MAT; STORAGE BOX; TPO SINGLE REPLACEMENT SEAT W/CENTER PULL SEAT BELT; DOOR PANEL ALUMINUM 1PC DRIVER SIDE ONLY; *DOES NOT INCLUDE REQUIRED: RECESSED PANEL FRONT PARTITION; *AVAILABLE OPTIONAL ACCESSORY UPGRADES SOLD SEPERATELY; CHEVROLET SILVERADO 1500 19-25	$2,587.00	$2,587.00
1	WK0514CHT191500	WINDOW BARRIER; STEEL VERTICAL; *FOR USE WITH STOCK OR ALUMINUM DOOR PANEL; CHEVROLET SILVERADO 1500 19-25	$319.00	$319.00
STORAGE				
1	XG6	19-C SIERRA/SILVERADO NEW WIDE BED MODELS BLACK BED STORAGE 5.9FT INCL DECKED OUT PACKAGE	$1,724.00	$1,724.00

QTY	Part #	Description	Price
1	LABOR	LABOR	$8,000.00
1	SHIPPING	SHIPPING	$1,500.00
1	TINT1	TINT, ALL WINDOWS, LEGAL	$225.00
1	GRAPHICS	CUSTOM GRAPHICS	$1,050.00
1	PAINT 2	DOORS, 4	$1,000.00
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

Quote

Date	**08-27-2025**
Quote #	**CAPQ-112057**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Make	Model	Used
1	Stalker	DSR 2X	☐
1	Axon	Axon Fleet 3	☐
1	Motorola	APX 8500	☐
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	☐

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 788
Date / /
Date Open 09/15/2025

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	15:14:07	FRISCO#2401-062	CID X 2		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
NEW					47/0.0		

Qty	Description	Price	Amount
	LABOR 125.40 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 AND REAPPROVED ON MARCH 11, 2025.*****	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	
2.000	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	2107.24
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	134.25	536.99
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.....	7752.48
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 788
Date / /
Date Open 09/15/2025

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	15:14:07	FRISCO#2401-062	CID X 2		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
NEW					47/0.0		

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	1941.66
2.000	FEDCNSM-UM MOUNTING - CN SIGNALMASTER - Multi-vehicle mount, internal/external use		49.70	99.40
4.000	FED416309-RBW-SMK Flush mount, R/B/W Tri-Color, SMOKED LENS, FLUSH MOUNT,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	AMAFUSEBOX	BLUE SEA - 12 WAY 12V FUSE BOX	44.29	88.57
2.000	MAGMMSU-1	MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	68.57
2.000	SUBJECT - TINT WINDOW TINT - FRONT WINDOWS AND A-LINE TO HIDE VISOR LIGHTS		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.....	7752.48
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 788
Date / /
Date Open 09/15/2025

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	15:14:07	FRISCO#2401-062	CID X 2		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
NEW					47/0.0		

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

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Parts.....	7752.48
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 **12746.88**

CMC Government Supply

5200 KELLER SPRINGS RD
SUITE 522
DALLAS TEXAS 75248

Quote

Date	Quote No.
9/10/2025	25-370547

Bill To

accountspayable@celina-tx.gov
City of Celina Accts Payable
142 N Ohio St
Celina TX 75009

Ship To

Celina TX Police Department
PO
3025 S Coit Rd
Celina TX 75009

Quote is valid for 30 days unless stated otherwise below.

Terms	Rep	FOB
Due on receipt by ACH	DMG	ORIGIN

Item	Description	Qty	Price	Total
JTC-HD30-B	JTC HD Claw – 30" Tactical Black	2	425.00	850.00
JTC-CGS-2017	Jersey Claw Go Sling CGS-2017	2	115.00	230.00
SHIPPING	Shipping & Processing	2	38.85	77.70
BUYBOARD	BuyBoard Contract # 698-23 Price Quoted. ALL contract orders must clearly state "BUYBOARD CONTRACT ORDER" on the PO.		0.00	0.00

Pricing is based on payment terms of DUE ON RECEIPT of the invoice and considered past due if payment has not been received within 20 days (3 weeks) for emailed invoices & payment via ACH / Direct Deposit. If you prefer to pay by check, a $52.00 Manual Payment Processing fee will be applied to each order. Add 4.5% for credit card payments.

Subtotal	$1,157.70
Sales Tax (8.25%)	$0.00
Total	**$1,157.70**

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number:	**Q-18734**
Quoted Date:	08/27/2025
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	2	$ 3,632.50	$ 7,265.00

			: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	2	$ 597.78	$ 1,195.56

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	2	$ 808.21	$ 1,616.42
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	2	$ 151.38	$ 302.76
5	FZ-VNF551WIS	Pre-installed Contactless Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area	DIR-CPO-5225	2	$ 144.78	$ 289.56
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	2	$ 1,919.00	$ 3,838.00
7	170635-000	Cradlepoint Ibr Series Vehicle Power Adapter	DIR-CPO-4751	2	$ 20.54	$ 41.08
8	170623-001	Cradlepoint Line Cord, 125V C7 1.8M (North America Type A); Used With 170869-000	DIR-CPO-4751	2	$ 10.67	$ 21.34

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:	**$ 14,569.72**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 14,569.72**

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-18734**

STALKER radar
applied concepts, inc.

Quote
2110379

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 08/25/2025

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: 08/25/2025 **Valid Through:** 11/23/2025 **Lead Time:** 45 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 75009-6219	Officer Alex Jones

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	$3,192.00	$3,192.00
Ln	**Qty**	**Part Number**	**Description**		**Price**	**Ext Price**
1	1	200-0999-50	DSR Counting Unit, 1.5 PCB, ARM Processor			$0.00
2	1	200-1572-00	DSR Modular OSC Display			$0.00
3	2	200-1468-00*	Dual DSR Ka Antenna			$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork			$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork			$0.00
10	1	200-0648-00	Display Sun Shield			$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67			$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67			$0.00
13	1	200-0622-01	2015-Present Tahoe VSS Cable Kit			$0.00
14	1	200-0821-00	DSR Documentation Kit			$0.00
15	1	006-0095-00	Fan Noise Suppression Addendum - DSR			$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar			$0.00
17	1	060-1000-36	36 Month Warranty			$0.00
18	1	006-0147-00	Certificate of Accuracy, Stalker Dual/DSR/SII/2X			$0.00
19	1	200-1680-00	ASSY, 2025 CHEVY SILVERADO PPV FRONT DASH MOUNT		$211.20	$211.20
20	1	200-1680-50	ASSY, 2025 CHEVY SILVERADO PPV Ka ANTENNA MOUNT, REAR		$123.20	$123.20
21	1	155-2211-00	Remote Display Interconnect Cable, 10'		$74.80	$74.80
					Group Total	$3,601.20

Product	$3,601.20	Sub-Total:	$3,601.20
Discount	$0.00	Sales Tax 0%	$0.00
Trade-in	0	Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$3,601.20**

Vehicle Information:
2026 Chevrolet Silverado

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.

STALKER radar
applied concepts, inc.

Quote
2110380

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 08/25/2025

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: 08/25/2025 **Valid Through:** 11/23/2025 **Lead Time:** 45 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 75009-6219	Officer Alex Jones

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	$3,192.00	$3,192.00
Ln	**Qty**	**Part Number**	**Description**		**Price**	**Ext Price**
1	1	200-0999-50	DSR Counting Unit, 1.5 PCB, ARM Processor			$0.00
2	1	200-1572-00	DSR Modular OSC Display			$0.00
3	2	200-1468-00*	Dual DSR Ka Antenna			$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork			$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork			$0.00
10	1	200-0648-00	Display Sun Shield			$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67			$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67			$0.00
13	1	200-0622-00	VSS Cable Kit			$0.00
14	1	200-0821-00	DSR Documentation Kit			$0.00
15	1	006-0095-00	Fan Noise Suppression Addendum - DSR			$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar			$0.00
17	1	060-1000-36	36 Month Warranty			$0.00
18	1	006-0147-00	Certificate of Accuracy, Stalker Dual/DSR/SII/2X			$0.00
19	1	200-1377-10	2021-2024 Dodge Durango CU/Antenna Combo Mount		$169.84	$169.84
21	1	200-1321-00	2019-2024 Dodge Durango Rear Antenna Mount		$112.64	$112.64
22	1	155-2211-00	Remote Display Interconnect Cable, 10'		$74.80	$74.80
					Group Total	$3,549.28

Product	$3,549.28	Sub-Total:	$3,549.28
Discount	$0.00	Sales Tax 0%	$0.00
Trade-in	0	Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$3,549.28**

Vehicle Information:
2026 Dodge Durango

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.

Mobile Communications America
501 Duncan Perry Rd
Arlington, TX 76011
Phone: 844-276-7770
Fax:

QUOTATION

1027000092

Bill To:
Celina TX City of
142 N Ohio Street
Celina, TX 75009

Ship To:
Celina TX City of
142 N Ohio Street
Celina, TX 75009

Contact:
Contact #:

Contact:
Contact #:

Date: 08/25/2025	Customer #: 121368	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
2	GP-IN2679	Dual Sharkee 8in1	EA	636.95	1,273.90
2	ASFC-155-U2-821	SHARKEE TRIBAND WHIP	EA	116.25	232.50
2	C29F-5QMAP	5m/16 inches Whip/Radio CABLE FME(f)-QMA(m)	EA	68.45	136.90
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 :	$1,668.30
Tax :	$0.00
Total Quote :	$1,668.30

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.

08/25/2025

CELINA, CITY OF
142 N OHIO
CELINA, TX 75009

RE: Motorola Quote for (2) APX8500 Radios

Dear Alex Jones,

Motorola Solutions is pleased to present CELINA, CITY OF 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, CITY OF 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, CITY OF
142 N OHIO
CELINA, TX 75009
US

Shipping Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Quote Date:08/25/2025
Expiration Date:10/24/2025
Quote Created By:
Kirstin Hallbauer
kirstinhallbauer@callmc.com

End Customer:
CELINA, CITY OF
Alex Jones
ajones@celina-tx.gov
9726457983

Contract: 39000 - DIR-CPO-5433

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	2	$11,531.00	$8,495.39	$16,990.78
1a	GA09008AA	ADD: GROUP SERVICES	2			
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	2			
1c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	2			
1d	G67DD	ADD: REMOTE MOUNT 02 MP	2			
1e	GA00580AA	ADD: TDMA OPERATION	2			
1f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	2			
1g	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	2			
1h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2			
1i	GA05509AA	DEL: DELETE UHF BAND	2			
1j	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	2			
1k	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2			
1l	G843AH	ADD: AES ENCRYPTION AND ADP	2			
1m	GA00804AA	ADD: APX O2 CH (GREY)	2			

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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1o	QA03399AA	ADD: ENHANCED DATA APX	2			
1p	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2			
1q	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2			
1r	QA09113AB	ADD: BASELINE RELEASE SW	2			
1s	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2			
	Product Services					
2	LSV00Q00202A	DEVICE PROGRAMMING	2	$110.00	$110.00	$220.00

Grand Total $17,210.78(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**

(877) 637-3473

Quote

Quote #	QT1981384
Date	09/15/2025
Expires	09/30/2025
Sales Rep	Carlson, Kyle
PO #	Vanguard VR Shield + Bags
Shipping Method	FedEx Ground
Customer	Celina Police Department (TX)
Customer #	C236564

Bill To
City of Celina
Accounts Payable
142 N. Ohio St.
Celina TX 75009
United States

Ship To
Celina Police Department (TX)
Alex Jones
3025 S. Coit Rd.
Celina TX 75009
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
POINT BLANK	SH3OASVRV1H1L1		SH3OASVRV1H1L1 Custom POINT BLANK Vanguard VR Level III Ballistic Shield - 21"x36" Rectangle w/Viewport & Light Approx 19.7Lbs	2	$9,065.00	$18,130.00
POINT BLANK	BAGN00140J		BAGN00140J Custom POINT BLANK 26"x36" Shield Bag for Vanguard VR Level III Ballistic Shield - 21"x36" Rectangle	2	$231.25	$462.50

Thank you for your business!

BuyBoard Contract 698-23 Applied

Subtotal	$18,592.50
Shipping Cost	$50.00
Tax Total	$0.00
Total	$18,642.50

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1981384

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-662088-45918RS

Issued: 09/18/2025

Quote Expiration: 09/15/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 327532

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Celina Police Dept. - TX 3025 S. Coit Rd Celina, TX 75009 USA	Celina Police Dept. - TX 3025 S. Coit Rd Celina TX 75009 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Alex Jones Phone: 972 6457983 Email: ajones@celina-tx.gov Fax: (972) 382-3879

Quote Summary

Program Length	21 Months
TOTAL COST	$13,541.18
ESTIMATED TOTAL W/ TAX	$13,541.18

Discount Summary

Average Savings Per Year	$2,885.66
TOTAL SAVINGS	$5,049.90

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$13,541.18	$0.00	$13,541.18
Total	**$13,541.18**	**$0.00**	**$13,541.18**

Quote Unbundled Price:	**$18,591.96**
Quote List Price:	**$13,233.18**
Quote Subtotal:	**$13,541.18**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	2	21		$78.00	$144.86	$6,084.00	$0.00	$6,084.00
Fleet3B	Fleet 3 Basic	2	21	$284.67	$157.08	$157.08	$6,597.36	$0.00	$6,597.36
A la Carte Hardware									
100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	2			$90.00	$90.00	$180.00	$0.00	$180.00
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	21		$59.88	$0.36	$14.96	$0.00	$14.96
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	2	21		$15.83	$15.83	$664.86	$0.00	$664.86
Total							**$13,541.18**	**$0.00**	**$13,541.18**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	2	1	10/15/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	10/15/2025
A la Carte	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	2	1	10/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	11/15/2025	08/14/2027
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	11/15/2025	08/14/2027
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	11/15/2025	08/14/2027
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	2	11/15/2025	08/14/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	10/15/2026	08/14/2027
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	10/15/2026	08/14/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3025 S. Coit Rd	Celina	TX	75009	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	2	$180.00	$0.00	$180.00
Upfront Payment	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	$14.96	$0.00	$14.96
Upfront Payment	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	2	$664.86	$0.00	$664.86
Upfront Payment	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	2	$6,084.00	$0.00	$6,084.00
Upfront Payment	Fleet3B	Fleet 3 Basic	2	$6,597.36	$0.00	$6,597.36
Total				**$13,541.18**	**$0.00**	**$13,541.18**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	2	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/18/2025

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: October 14, 2025

Agenda Item:
Consider and act to authorize a Change Order with GRod Construction LLC, for additional road repairs in the 2025 Annual Street Maintenance project, in an amount not to exceed $235,302.32. (Figueroa)

Background Information:

On May 13, 2025, the City Council awarded Bid No. 2025-042 for the 2025 Annual Street Maintenance (ASM) Project to GRod Construction LLC. The proposed Change Order exceeds $50,000.00 and, in accordance with statutory requirements, necessitates Council approval.

This Change Order addresses significant pavement failures along County Road 101. It includes approximately 3,546 square yards of asphalt repair to the existing roadway. These improvements are necessary to restore the driving surface and to provide an essential roadway for residents in the northern part of Celina.

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. ASM_Change_Order 14 - County_Road_101

Financial Consideration:

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

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

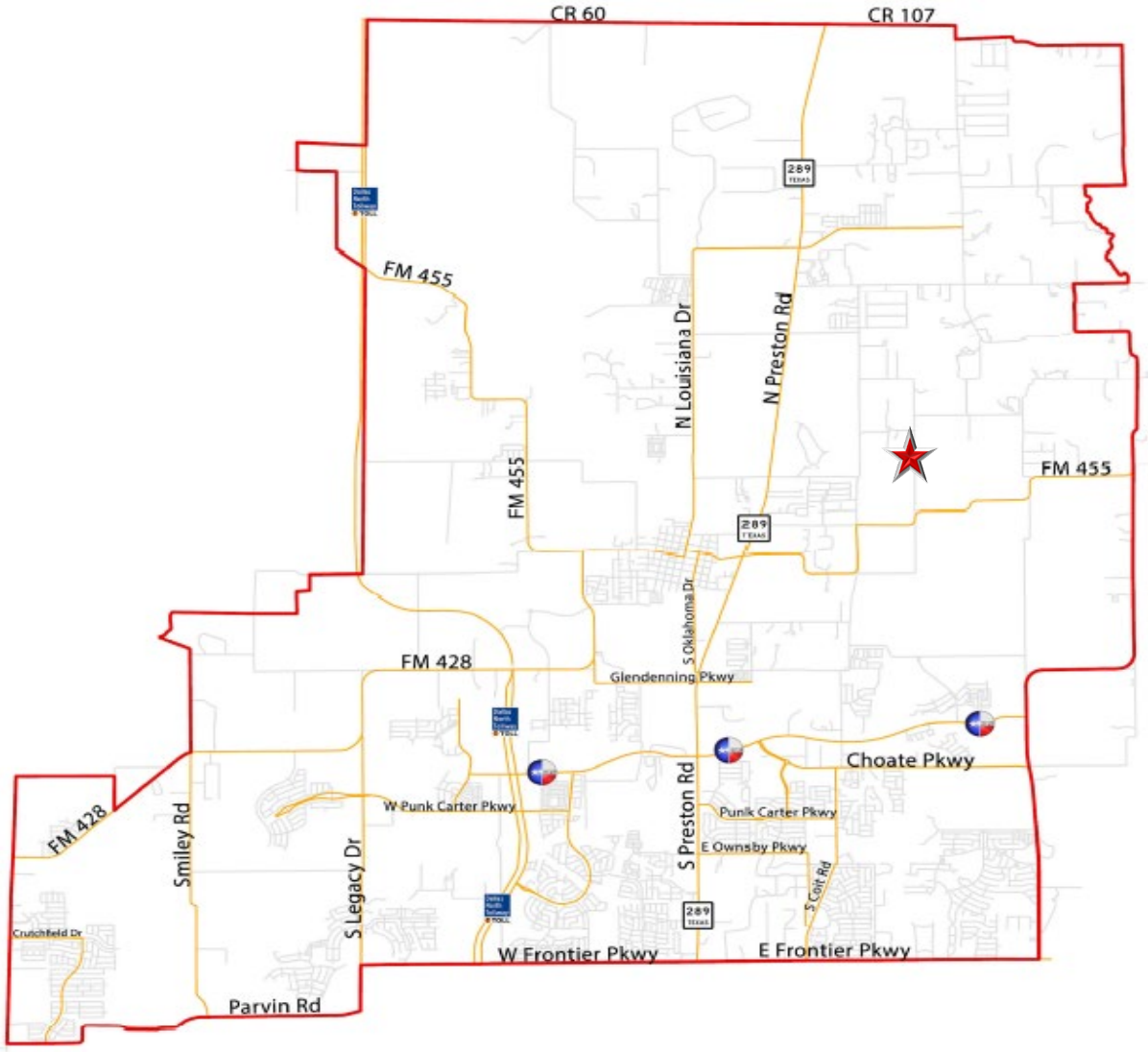
2025 ASM- CHANGE ORDER

COUNTY ROAD 101: (CR 130 TO FM 455)

October 14, 2025

Andrew Figueroa
Director of Public Works

LOCATION MAP



INTRODUCTION

- On May 13, 2025, the City Council awarded Bid No. 2025-042 for the 2025 Annual Street Maintenance (ASM) Project to GRod Construction LLC.
- This Change Order addresses significant pavement failures along County Road 101 between County Road 130 and FM 455.
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

WORK SCOPE

- The repair is for 3,546 square yards of asphalt
- Includes 8” Flexbase with 2” type D asphalt

Change Order
Request # 14 - County Road 101
Date 9/16/2025

Project Name: 2025 Annual Street Maintenance
City Project #: 2025-042

GRod Job #: 250417A

Owner
City of Celina
142 N. Ohio Street
Celina, TX 75009
USA

General Contractor
GRod Construction, LLC
889 E. Rock Island Avenue
Boyd, TX 76023
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Additional Days
****Change Order #14****						
14	Contract - Asphalt Spot Repair	(672.22)	SY	$ 88.00	$ (59,155.36)	
CO4.1	County Road 101 - Asphalt Spot Repair	(200.00)	SY	$ 88.00	$ (17,600.00)	
CO4.2	Traffic Control - For County Rd. 101 (Flaggers)	-1	LS	5,000.00	$ (5,000.00)	
CO14.1	County Road 101 - Asphalt Spot Repair	3,546.11	SY	88.00	$ 312,057.68	30
CO14.2	Traffic Control - For County Rd. 101 (one way traffic)	1	LS	5,000.00	$ 5,000.00	
				CHANGE ORDER REQUEST # 16 SUBTOTAL	$ 235,302.32	0

Approved By: Jose E Garza
Contractor

Approved By: _____
Owner

QUESTIONS?

Life Connected.

CCO #014

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

Project: ASM2025R - 2025 Annual Street Mainatenance Project
142 N. Ohio St
Celina, Texas 75009

Contract Change Order #014: CE #14 - Change Order # 14 County Road 101

CONTRACT COMPANY:	**GROD Construction LLC** 889 E. Rock Island Avenue Boyd, Texas 76023	**CONTRACT FOR:**	SC-ASM2025R-002:2025 Annual Street Maintenance
DATE CREATED:	9/17/2025	**CREATED BY:**	Drew Jenks **(City of Celina)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
REQUEST RECEIVED FROM:	Andrew Figueroa	**LOCATION:**	
DESIGNATED REVIEWER:	Drew Jenks **(City of Celina)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$235,302.32

DESCRIPTION:
CE #14 - Change Order # 14 County Road 101
Change Order # 14 County Road 101

ATTACHMENTS:
Change Order #14_CoRd_101 REVISED-signed.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	32-11-16-11-03.CR Flexbase - Asphalt Repair.Construction Road	Contract-Asphalt Spot Repair	$(59,155.36)
2	32-11-16-11-03.CR Flexbase - Asphalt Repair.Construction Road	County Road 101-Asphalt Spot Repair	$(17,600.00)
3	1-55-10.CR Traffic Control.Construction Road	Traffic Control-For County Rd. 101 (Flaggers)	$(5,000.00)
4	32-11-16-11-03.CR Flexbase - Asphalt Repair.Construction Road	County Road 101-Asphalt Spot Repair	$312,057.68
5	1-55-10.CR Traffic Control.Construction Road	Traffic Control-For County Rd. 101 (one way traffic)	$5,000.00
		Grand Total:	**$235,302.32**

The original (Contract Sum)	$ 4,441,933.00
Net change by previously authorized Change Orders	$ 271,161.00
The contract sum prior to this Change Order was	$ 4,713,094.00
The contract sum would be changed by this Change Order in the amount of	$ 235,302.32
The new contract sum including this Change Order will be	$ 4,948,396.32
The contract time will not be changed by this Change Order.	

Life Connected.

CCO #014

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

SIGNATURE **DATE**

GROD Construction LLC
889 E. Rock Island Avenue
Boyd, Texas 76023

Signed by:
Jose Garza
81B2A0E00BE74AC...

9/17/2025

SIGNATURE **DATE**

Docusign Envelope ID: E3320B2F-36E1-4DA0-8A43-2A7059DF0459

Change Order
Request # 14 - County Road 101
Date 9/16/2025

Project Name: 2025 Annual Street Maintenance
City Project #: 2025-042

GRod Job #: 250417A

Owner
City of Celina
142 N. Ohio Street
Celina, TX 75009
USA

General Contractor
GRod Construction, LLC
889 E. Rock Island Avenue
Boyd, TX 76023
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Additional Days
****Change Order #14****						
14	Contract - Asphalt Spot Repair	(672.22)	SY	$ 88.00	$ (59,155.36)	
CO4.1	County Road 101 - Asphalt Spot Repair	(200.00)	SY	$ 88.00	$ (17,600.00)	
CO4.2	Traffic Control - For County Rd. 101 (Flaggers)	-1	LS	5,000.00	$ (5,000.00)	
CO14.1	County Road 101 - Asphalt Spot Repair	3,546.11	SY	88.00	$ 312,057.68	30
CO14.2	Traffic Control - For County Rd. 101 (one way traffic)	1	LS	5,000.00	$ 5,000.00	
				CHANGE ORDER REQUEST # 16 SUBTOTAL	$ 235,302.32	0

Approved By: Jose E Garza
Contractor

Approved By: _____
Owner

Approved By: _____
Engineer

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: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of Bandit Intimidator 21XP Model 21XP wood chipper MBudget ID #1098 for the Public Works Department from Brabandt Equipment, Corp, through a cooperative contract with Sourcewell Contract #010925-BAN in an amount not to exceed $269,851.60. (Figueroa)

Background Information:
Staff is requesting authorization to purchase one (1) Bandit Intimidator Model 21XP wood chipper (MBudget ID #1098) for the Public Works Department Streets Division, in an amount not to exceed $269,851.60 through a cooperative purchasing agreement Sourcewell Contract # 010925-BAN. This equipment will play a critical role in enhancing the City's ability to manage and remove storm debris as well as support ongoing right-of-way maintenance operations.

The Streets Division is frequently tasked with clearing downed trees, large limbs, and other vegetative debris following severe weather events, as well as maintaining clear and safe roadways during routine operations. Currently, debris removal can be labor-intensive and time-consuming, requiring multiple trips and manual handling. The Bandit 21XP wood chipper will allow crews to process large volumes of material on site, significantly reducing cleanup time, maximizing equipment usage, and overall labor demands.

By streamlining debris processing, the wood chipper will help maintain safer streets and rights-of-way, minimize traffic disruptions during cleanup activities, and improve response times following storm events. The equipment's high-capacity design and efficiency will also reduce wear on City vehicles, lower the number of trips by maximizing debris volume in a single trip, and improve overall operational readiness. This investment will strengthen the Streets Division's ability to respond effectively to emergency events and support the City's commitment to maintaining a clean, safe, and well-maintained network throughout the public right-of-ways.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Wood Chipper	$269,851.60	1098	Streets	Brabandt Equipment, Corp	Sourcewell Contract # 010925-BAN

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Bandit Wood Chipper MBudget Id #1098

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

Staff Recommendation:
Staff recommends approval.

Streets Wood Chipper Purchase

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of Bandit Intimidator 21XP Model 21XP Wood Chipper MBudget ID # 1098 for the Public Works Department from Brabandt Equipment, Corp through a cooperative contract with Sourcewell contract # 010925-BAN in an amount not to exceed $269,851.60.

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

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Wood Chipper	$269,851.60	1098	Streets	Brabandt Equipment, Corp	Sourcewell Contract #010925-BAN

QUESTIONS?

Brabandt Equipment, Corp
1905 Hydro Drive
Austin, TX 78728
USA
512-269-0888 (Phone)
512-269-0800 (Fax)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
180911	**04/07/25 10:29 am** by Brabandt Equipment, Corp	**04/07/25 11:28 am** by Brabandt Equipment, Corp	TomB

CUSTOMER:

Celina, City Works
10165 Co Rd 106
Celina, TX 75009
US
9723829886 (Phone)
Josh Smith (Contact)
jsmith@celina-tx.gov

INTIMIDATOR 21XP (21" DRUM STYLE)

Qty	Part #:	Description:
1	**MODEL-21XP**	**Intimidator 21XP** - (21" Drum Style)

STANDARD EQUIPMENT

Qty	Part #:	Description:
1	**STANDARD**	Slide box feed system (w/ 2 adjustable springs on one side) and (2) horizontal feed wheels. Top wheel is 15 3/4" diameter x 32" wide and bottom wheel 10 5/8" diameter x 32" wide.
✘	**STANDARD**	Loader not included
1	**STANDARD**	37" Diameter x 24" wide drum with (4) 5/8" X 5 1/2" X 12 1/8" dual edge bolt-on knives
1	**STANDARD**	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	**STANDARD**	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	**STANDARD**	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	**STANDARD**	Hydraulic pressure check kit
1	**STANDARD**	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	**STANDARD**	60 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
✘	**STANDARD**	30 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
✘	**STANDARD**	41" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	**STANDARD**	270 degree hydraulic swivel discharge with manual flipper (discharge is height adjustable)
1	**STANDARD**	Clean out and inspection door on discharge bottom
1	**STANDARD**	(2) Last chance safety pull cables
1	**STANDARD**	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)
1	**STANDARD**	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	**STANDARD**	Wooden pusher tool with mount on infeed hopper
1	**STANDARD**	3/8" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue

1	**STANDARD**	Frame / Fender supports
1	**STANDARD**	Lockable aluminum toolbox
1	**STANDARD**	3/8" (G70) safety chains with spring loaded latch hooks
1	**STANDARD**	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	**STANDARD**	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	**STANDARD**	Banded chipper drive belts (adjustable via a sliding engine system)
1	**STANDARD**	Weather resistant manual container
1	**STANDARD**	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	**STANDARD**	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	**STANDARD**	Spanish & English combination safety decals

PAINT

Qty	Part #:	Description:
1	**333-32273**	Standard Imron Industrial Urethane Bandit Yellow

CAB/LOADER

Qty	Part #:	Description:
1	**OPTION-937-5003-72**	Kesla 500 Series Loader controlled via radio remote control (Towable units includes: hydraulic oil cooler, 60 gallon hydraulic tank, dual rear hydraulic stabilizers, hydraulic tongue jack, hydraulic flipper, HD infeed with solid tray and storage grapple barrel located on tongue)

ENGINE

Qty	Part #:	Description:
1	**990-RC1593-124**	Caterpillar C7.1L, 275 horsepower engine without clutch - Tier 4 FINAL / Stage V (Includes 2 year / 2,000 engine warranty) (Drum chippers only - must select offset bearing pad under base assembly and WPT clutch if a track or loader option is selected)

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #:	Description:
1	**937-6000-36**	Bandit control panel with reversing auto feed for Cat 275 horsepower diesel engines (Includes 1,400 CCA battery with battery box) - Track or Loader unit

CLUTCH

Qty	Part #:	Description:
1	**OPTION-937-5002-10**	311 WPT triple plate clutch with high drives (Must be selected on track or loader if engine calls for it) (275 horsepower)

DRIVE SYSTEM

Qty	Part #:	Description:
1	**OPTION-937-5003-53**	Drive system for Kesla loader with Caterpillar 275 horsepower engine

INFEED

Qty	Part #:	Description:
1	**OPTION-937-5003-69**	Hydraulic winch with line docking station with electronic joystick feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer) - machines ordered with Kesla loader only

FEED SYSTEM

Qty	Part #:	Description:
1	**OPTION-937-5002-11**	Dual hydraulic pump manual flow control

AXLE

Qty	Part #:	Description:
1	**OPTION-937-5003-90**	Tandem 12,000 pound Spring axles with electric brakes

TIRES/RIMS

Qty	Part #:	Description:
1	**990-100731**	(4) 235/75R 17.5" tires mounted on HD gray rims (Tandem 8,000 pound axles on up)

FENDER

Qty	Part #:	Description:
1	**standard833**	16" wide WELD-ON steel tandem axle fenders

HITCH

Qty	Part #:	Description:
1	**OPTION-980-5000-52**	3" Buyer's Product Pintle Hitch

ADD-ON OPTIONS

Base Assembly

Qty	Part #:	Description:
1	**OPTION-937-5002-31**	Offset Bearing Pad (Includes heavier duty drum with 4 7/16" shaft) - Only to be selected if engine calls for it

Chipper Discharge Transition

Qty	Part #:	Description:
1	**OPTION-937-5000-56**	Clean out and inspection door on transition (not available with stationary discharge)

Chocks & Chock Holders

Qty	Part #:	Description:
1	**OPTION-980-5001-03**	Rubber Wheel Chocks (2)
1	**OPTION-980-100027**	Aluminum Bolt On Chock Holders (Does not include chocks)

Cone Holder

Qty	Part #:	Description:
1	**OPTION-937-5003-38**	Fender mounted pole style bolt on cone holder - Kesla loader units only

Flag Holder

Qty	Part #:	Description:
1	**OPTION-980-100090**	Adjustable fender marker poles (mount is bolt-on)

Lights

Qty	Part #:	Description:
1	**OPTION-937-5003-65**	Wig Wag LED Strobe Lights - for a machine with Kesla loader

Tongue

Qty	Part #:	Description:
1	**OPTION-937-5003-03**	Optional 12" longer tongue for units with KESLA loader only

Wiring

Qty	Part #:	Description:
1	**OPTION-905-5000-15**	Option 7 Prong (Flat/RV Style) to 6 prong coiled cord

CUSTOMER TOTALS

Total Unit Price:		**$ 298070.00**
Customer Discount:	12.0000 %	**- $ 35768.40**
Dealer Preparation/Delivery:		**$ 1050.00**

Customer Net Unit Price:	**$ 263351.60**
Freight/Shipping:	**$ 6500.00**
Customer Total:	**$ 269851.60**

COMMENTS

By Brabandt Equipment, Corp on 04/07/2025 11:28 AM

Sourcewell #010925-BAN

By Brabandt Equipment, Corp on 04/07/2025 11:28 AM

Additional Fees: Heavy Equipment Tax

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature **Date**

Close Print

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: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of 13 new vehicles for the Public Works, Development Services, and Engineering Departments from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $905,165.00. (Figueroa)

Background Information:
Staff requests authorization to procure thirteen (13) new vehicles for the Public Works, Development Services, and Engineering Departments. All enhancement vehicles have been budgeted and approved in the FY 2026 budget. The vehicles will be purchased through a cooperative contract with BuyBoard contract #724-23.

ITEM	ESTIMATED PRICE	MBUDGET ID	POSITION	DEPARTMENT	VENDOR	CONTRACT
DODGE 1500 CREW CAB	$50,753.00	907	WATER CREW LEAD	PUBLIC WORKS WATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 3500 CREW CAB	$97,509.00	908	ULM WATER CREW	PUBLIC WORKS WATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 1500	$53,553.00	936	WATER METER TECH	PUBLIC WORKS METERS	GRAPEVINE DODGE	BUYBOARD 734-23

CREW CAB					CHRYSLER JEEP	
DODGE 3500 CREW CAB	$97,509.00	902	ULM WW CREW	PUBLIC WORKS WASTEWATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 1500 CREW CAB	$50,353.00	901	ULM WW CREW LEAD	PUBLIC WORKS WASTEWATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 5500 CREW CAB	$97,220.00	905	WW COLLECTION VEH	PUBLIC WORKS WASTEWATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 5500 CREW CAB	$87,205.00	956	STORMWATER VEH	PUBLIC WORKS STORMWATER	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 2500 REG CAB	$67,514.00	969	FACILITIES TECH 1	PUBLIC WORKS FACILITIES	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE1500 4x4 QUAD CAB	$45,718.00	963	BUILDING INSPECTOR II	DEVELOPMENT SERVICES	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 3500 CREW CAB	$96,160.00	994	STREETS CREW	PUBLIC WORKS STREETS	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 2500 CREW CAB	$60,971.00	947	STREETS CREW LEAD	PUBLIC WORKS STREETS	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23

DODGE 1500 4X4 CREW CAB	$57,877.00	1045	SENIOR ROW INSPECTOR	ENGINEERING	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23
DODGE 1500 4X4 QUAD CAB	$42,823.00	933	RENTAL INSPECTOR	DEVELOPMENT SERVICES	GRAPEVINE DODGE CHRYSLER JEEP	BUYBOARD 734-23

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 the contract satisfies the competitive bidding requirements while saving time and funding during the development of the specifications of work.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. CITY OF CELINA ULM CREW LEADER R2 MBudget 901 & 907 - (2)
3. ULM Water Crew Truck MBudget ID 908
4. PW Meter Tech MBudget ID 936
5. CITY OF CELINA 3500 ULM JET CREW Mbudget ID 902
6. CITY OF CELINA MINI DUMP MBudget ID 905
7. CITY OF CELINA STROMWATER STREET SWEEP R1 MBudget ID 956
8. Facilities Tech 1 Truck MBudget ID 969
9. CITY OF CELINA BUILD INSP 2 Signed- MBudget 963
10. Streets Worker Truck MBudget ID 994
11. STREETS CREW LEADER MBUdget ID 947
12. Senior ROW Inspector Truck MBudget ID 1045
13. City of Celina Code Rental Inspector - signed MBudget ID 933

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

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Public Works, Development Services, Engineering
Vehicle Enhancements

Andrew Figueroa
October 14, 2025

ITEM OVERVIEW

- Authorize the purchase of thirteen (13) vehicles for the Public Works, Development Services, and Engineering Departments. All vehicles are budgeted in the current fiscal year. The vehicles will be purchased from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard, contract #724-23.

- 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	MBUDGET ID	POSITION	DEPARTMENT	VENDOR	CONTRACT
DODGE 1500	$50,753.00	MBUDGET ID 907	WATER CREW LEADER	Public Works Water	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500	$97,509.00	MBUDGET ID 908	ULM WATER CREW	Public Works Water	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$53,553.00	MBUDGET ID 936	WATER METER TECH	Public Works Meters	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500	$97,509.00	MBUDGET ID 902	ULM WW CREW	Public Works Wastewater	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$50,353.00	MBUDGET ID 901	ULM WW CREW LEADER	Public Works Wastewater	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23

PRICE SUMMARY CONTINUED

ITEM	ESTIMATED PRICE	MBUDGET ID	POSITION	DEPARTMENT	VENDOR	CONTRACT
DODGE 5500	$97,220.00	MBUDGET ID 905	WW Collections MINI DUMP	Public Works Wastewater	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 5500	$87,205.00	MBUDGET ID 956	STORMWATER VEHICLE	Public Works Stormwater	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 2500	$67,514.00	MBUDGET ID 969	FACILITIES TECHNICIAN 1	Public Works Facilities	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$45,718.00	MBUDGET ID 963	BUILDING INSPECTOR II	Development Services	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500	$96,160.00	MBUDGET ID 994	STREETS CREW	Public Works Streets	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23

PRICE SUMMARY CONTINUED

ITEM	ESTIMATED PRICE	MBUDGET ID	POSITION	DEPARTMENT	VENDOR	CONTRACT
DODGE 2500	$60,971.00	MBUDGET ID 947	STREETS CREW LEADER	Public Works Streets	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$57,877.00	MBUDGET ID 1045	SENIOR ROW INSPECTOR	Engineering	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$42,823.00	MBUDGET ID 933	RENTAL INSPECTOR	Development Services	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23

QUESTIONS?

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: WW CREW LEADER Email: dthomas@grapevinedcj.com

Product Description: 1500 CREW CAB 4X2 ULM CREW LEADER R2 09/22/2025

A. Bid Series 1500 CREW A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L98	26 CREW CAB 4X2	1,384	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
CLF	RUBBER MATS	209	XHC	BRAKE CONTROLLER	286
				Total of B. Published Options:	1,879

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER STROBES AMBER/BLUE	1200	RUNNING BOARDS	495
SPRAY LINER	475	TOOLBOX	1050
TINT	300	3RD KEY	500
TRIANGLES/EXTINGUISHER	200	5000W INVERTER	2000
COMPUTER MOUNT	640	HEADACHE RACK	825
		TX DOT LIGHTBAR	4200
		Total of C. Unpublished Options:	11,885

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment: EST 25-26 COST INCREASE 5%	$
J.	Additional Delivery Charge: _____ miles	$250
K.	Subtotal:	$50,353
L.	Quantity Ordered 2 x K =	$100,706
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$101,106

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email: WW ULM WATER CREW

Email dthomas@grapevinedcj.com

Product Description: 2026 3500 CHASSIS

Date: 09/19/2025

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD8L93	26 CREW CAB 4X4	7,319	25A	TRADESMAN DIESEL	10,180
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
A7B	TRADESMAN LEVEL 1	1,741	XAC	BACKUP CAMERA	480
XCH	EXTRA KEYS	268	XAW	BACKUP ALARM	480
WLA	DUAL REAR WHEEL	1,353	MRU	RUNNING BOARDS	592
				Total of B. Published Options:	22,413

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
DAKOTA BODY, SHOVEL BASKET, DRAWERS IN			
FRONT BOXES, AMBER/ BLUE STROBES			
TXDOT LIGHTBAR, 5000 W INVERTER, BREAKERS			
EXTINGUISHER, FLARES, TRIANGLES			
TINT, SPRAYLINE BED, HEADACHE RACK, VISE			
HITCH, LED COMPARTMENT LIGHTING	29,296		
		Total of C. Unpublished Options:	29,296

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	$225
K.	Subtotal:	$97,109
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	$97,509

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:

Email: dthomas@grapevinedcj.com

Product Description: 2026 1500 CREW PW METER TECH R1

Date: 09/16/2025

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L98	26 CREW CAB 4X2 SHORT BED	1,384	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
XHC	BRAKE CONTROLLER	286	CLF	RUBBER FLOORMATS	209
				Total of B. Published Options:	1,879

ADESMAN

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FRONT/RR	1100	3RD KEY	205
5000 WATT INVERTER	2,181	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
EXTINGUISHER/TRIANGLES	205	RUNNING BOARDS	495
DECKED BED SLIDEOUT	2,150	HARD TONNEAU COVER	1095
COMPUTER MOUNT	565		
		Total of C. Unpublished Options:	12,831

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 $225

K. Subtotal: $53,153

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 $53,553

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email: WW ULM JET CREW

Email: dthomas@grapevinedcj.com

Product Description: 2026 3500 CHASSIS

Date: 09/19/2025

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD8L93	26 CREW CAB 4X4	7,319	25A	TRADESMAN DIESEL	10,180
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
A7B	TRADESMAN LEVEL 1	1,741	XAC	BACKUP CAMERA	480
XCH	EXTRA KEYS	268	XAW	BACKUP CAMERA	480
WLA	DUAL REAR WHEEL	1,353	MRU	RUNNING BOARDS	592
				Total of B. Published Options:	22,413

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
DAKOTA BODY, SHOVEL BASKET, DRAWERS IN			
FRONT BOXES, AMBER / BLUE STROBES			
TXDOT LIGHTBAR, 5000 W INVERTER, BREAKERS			
EXTINGUISHER, FLARES, TRIANGLES			
TINT, SPRAYLINE BED, HEADACHE RACK, VISE			
HITCH, LED COMPARTMENT LIGHTING	29,296		
		Total of C. Unpublished Options:	29,296

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	$225
K.	Subtotal:	$97,109
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	$97,509

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email: COLLECTIONS MINI DUMP

Email: dthomas@grapevinedcj.com

Product Description: 5500 CHASSIS CC

Date: 09/19/2025

A. Bid Series 5500 CHASSIS CC

A. Base Price: 52,876

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP0L93	26 CREW CAB 5X5 60"CA	5,285	25A	TRADESMAN DIESEL	10,180
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
A79	TRADESMAN LEVEL 1	1,741	XNR	MANUAL REGEN	335
XCH	EXTRA KEYS	268	MRU	RUNNING BOARDS	592
XCH	EXTRA KEYS	268			
XAC	BACKUP CAMERA	480			
				Total of B. Published Options:	19,149

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
3-4 YD 9FT DUMP, HITCH, MANUAL TARP			
AMBER/BLUE STROBES, MANUAL BREAKER			
5000W INVERTER BREAKER, 2	24,795		
FEDERAL SIGNALS TXDOT			
TRIANGLES/FLARES/EXTINGUISHER			
		Total of C. Unpublished Options:	24,795

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 $225

K. Subtotal: $96,820

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 $97,220

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email: STORMWATER STREET SWEEP

Email: dthomas@grapevinedcj.com

Product Description: 5500 CHASSIS CC R1

Date: 09/23/2025

A. Bid Series 5500 CHASSIS CC

A. Base Price: 52,876

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP0L94	26 CREW CAB 4x4 84"CA	5,285	2xa	TRADESMAN 6.4l hemi gas	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
A79	TRADESMAN LEVEL 1	1,741			
XCH	EXTRA KEYS	268	MRU	RUNNING BOARDS	592
XHC	BRAKE CONTROLLER	451	AH5	PAYLOAD UPGRADE PACKAGE	92
XAC	BACKUP CAMERA	480		INCREASE FROM 18K TO 19.5K	
				Total of B. Published Options:	8,909

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
3-4 YD 9FT DUMP, HITCH, MANUAL TARP			
AMBER/BLUE STROBES, MANUAL BREAKER			
5000W INVERTER BREAKER, 2	24,795		
FEDERAL SIGNALS TXDOT			
TRIANGLES/FLARES/EXTINGUISHER			
		Total of C. Unpublished Options:	24,795

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	$225
K.	Subtotal:	$86,805
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	$87,205

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:

Email: dthomas@grapevinedcj.com

Product Description: 2026 2500 REG CAB SERVICE BODY R3

Date: 09/16/2025

A. Bid Series 2500

A. Base Price: 39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ2L62	26 REG CAB 4X2 LONG BED	130	2UA	TRADESMAN 6.4 HEMI V8	STD
PW7	WHITE	NC	TXX8	VINYL SEATS	STD
A7B	TRADESMAN LEVEL 1	2,226	LHL	AUX DASH SWITCHES	238
	POWER GROUP, REMOTES		XCH	EXTRA KEYS	267
	ANTI SPIN, RUNNING BDS		CLY	RUBBER FLOORMATS	204
	BRAKE CONTROLLER STD				
				Total of B. Published Options:	3,065

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
FACILITIES TECH 1 & 2		TINT	199
ROYAL SERVICE BODY/CLOSED TOP LIDS		CLASS 5 HITCH	
HEADACHE RACK, TXDOT LIGHTBAR		4 CORNER STROBES AMBER/BLUE	
SPRAY LINERINSIDE BED AREA, TOPS TAILGATE		LED LIGHTING IN BOXES	
EXTINGUISHER & TRIANGLES,		VISE BRACKET 12” X 10FT AND BENCH VISE	
LADDER RACK OVER CAB, 5000W INVERTER IGN.	24,264		
		Total of C. Unpublished Options:	24,463

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 $225

K. Subtotal: $67,114

L. Quantity Ordered 1 x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $67,514

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 HEISEL

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 1500 QUAD CAB BUILD INSP II 4X4 R1

Date: 09/16/2025

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT6L41	26QUAD CAB 4X4	3455	26A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
CLF	RUBBER FLOORMATS	209	XCH	BRAKE CONTROLLER	286
DSA	ANTI SPIN AXLE	480		CLASS 4 HITCH	STD
				Total of B. Published Options:	4,430

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
3RD KEY	450	AMBER/BLUE 4 CORNER STROBES	1200
SPRAY BEDLINER	495		
TINT	300		
		Total of C. Unpublished Options:	2,445

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	$225
K.	Subtotal:	$45,118
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	$45,718

Casey Barney

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact: DREW

Phone: 817-410-7541

Phone/Email: STREETS CONCRTE R2 4500

Email: dthomas@grapevinedcj.com

Product Description: 4500 CHASSIS CC

Date: 09/24/2024

A. Bid Series 4500 CHASSIS CC

A. Base Price: 51,887

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP4L94	26 CREW 4X2 84"CA	1970	2XA	TRADESMAN 6.4L HEMI V8	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
A7B	TRADESMAN LEVEL 1	1,741	MRU	RUNNING BOARDS	592
XCH	EXTRA KEYS	267	XAC	BACKUP CAMERA	480
XHC	BRAKE CONTROLLER	INCL			
				Total of B. Published Options:	5,050

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
CONTRACTOR BODY, 1500# OVERHEAD RACK		9000 W GENERATOR MOUNTED ONTOP OF BOX	
AMBER BLUE STROBES, TXDOT LIGHTBAR			
8" VICE, DRAWERS FRONT STREET SIDE			
5000W INVERTER			
EXT/FLARES/TRIANGLES, TINT			
SHOVEL RACK, SPRAY LIBNE BED AREA			
		Total of C. Unpublished Options:	38,598

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	$225
K.	Subtotal:		$95,760
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		$96,160

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: STREETS CREW LEADER CONCRETE

Email: dthomas@grapevinedcj.com

Product Description: 2500 CREW 4X2 26

Date: 09/16/2025

A. Bid Series 2500

A. Base Price: 39,361

B. Published Options [Itemize each below]

Code		Bid Price	Code	Options	Bid Price
DJ2L92	26 2500 CREW LONG BED	3,849	2UA	TRADESMAN 6.4L HEMI GAS	STD
PW7	WHITE	NC	TXX8	VINYL SEATS	STD
LHL	AUX SWITCHES	238	CLF	RUBBER FLOORMATS	228
MRU	RUNNING BOARDS	592	ASN	TRADESMAN POWER GROUP	286
XCH	EXTRA KEYS	267			
				Total of B. Published Options:	5,460

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
STROBES AMBER/BLUE	1200	FIRE EXT/FLARES/TRIANGLES	200
SPRAY BEDLINER	545	TINT	200
COMPUTER MOUNT	640	TXDOT LIGHTBAR	4200
5000 W INVERTER	2,000	1600# MAXON LIFTGATE	4695
HEADACHE RACK	825	GULL WING TOOLBOX	1050
		Total of C. Unpublished Options:	15,525

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	$225
K.	Subtotal:	$60,571
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	$60,971

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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 26 R1

Date: 09/23/2025

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT6L98	26 CREW CAB 4X4 5FT 7IN	6205	21B	TRADESMAN TURBO 6	1,644
PW7	WHITE	NC	A61	TRADESMAN LEVEL 1	1,644
E1X9	CLOTH SEAT	PACKAGE	XHC	BRAKE CONTROLLER	286
NFF	33 GAL FUEL TANK	532	DMH	3.92 GEARS	189
CLF	RUBBER FLOORMATS	209	DSA	ANTI SPIN AXLE	480
				Total of B. Published Options:	11,089

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER STROBES	1200	SPRAY BEDLINER	475
RUNNING BOARDS	545	TINT	200
3RD KEY	500	TRIANGLES/EXTINGUISHER	200
HEBARADACHE RACK	825		
TXDOT LIGHT	4020		
		Total of C. Unpublished Options:	7,945

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	$225
K.	Subtotal:	$57,477
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	$57,877

DocuSigned by:
Dayshown Richard
E120CE7166784AA...
9/25/2025

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: CODE RENTAL INSPECTOR

Email: dthomas@grapevinedcj.com

Product Description: 1500 QUAD 4X4 26 R1 4X2

Date: 09/17/2025

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	26 QUAD CAB 4X2 6FT 4IN BED	1,105	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			XHC	BRAKE CONTROLLER	286
CLF	RUBBER FLOORMATS	209	DSA	ANTI SPIN AXLE	480
				Total of B. Published Options:	2,080

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER STROBES	1200		
		TINT	200
3RD KEY	500		
		Total of C. Unpublished Options:	1,900

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	$225
K.	Subtotal:	$42,423
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	$42,823

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: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of Caterpillar Model CW16 Pneumatic Tire Roller MBudget ID #1097 for the Public Works Department from Holt Cat through a cooperative contract with Sourcewell Contract #011723 in an amount not to exceed $124,010.00. (Figueroa)

Background Information:
Staff is requesting authorization to purchase one (1) Caterpillar Model CW16 pneumatic tire roller to support the City's street maintenance operations. This specialized equipment plays a critical role in the compaction process during asphalt paving and maintenance activities. The pneumatic tires provide uniform pressure across the pavement surface, which helps seal the asphalt mat, reduce air voids, and create a tighter bond between aggregate particles.

The use of a pneumatic tire roller improves the overall density, durability, and lifespan of asphalt pavement by minimizing future cracking, water infiltration, and surface deterioration. It also enhances ride quality and reduces the need for premature repairs, ultimately lowering long-term maintenance costs. Having this equipment in-house will increase operational efficiency, allow the City to complete more projects with City crews, and reduce reliance on contracted services.

Funding for this purchase was approved as part of the FY 2026 Budget under Budget ID #1097 and will be purchased through Sourcewell contract #011723

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 eliminating duplication of work during the process.

Item	Estimated Price	MBudget ID	Department	Vendor	Contract

Pneumatic Tire Roller	$124,010.00	1097	Streets	Holt Cat	Sourcewell contract # 011723

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Pneumatic Tire Roller MBudget Id #1097

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

Staff Recommendation:
Staff recommends approval.

Streets Pneumatic Tire Roller Purchase

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of Caterpillar Model CW16 Pneumatic Tire Roller MBudget ID # 1097 for the Public Works Department from Holt Cat through a cooperative contract with Sourcewell contract # 011723 in an amount not to exceed $124,010.00.

- Funding for this purchase was approved as part of the FY 2026 Budget under Budget ID #1097 and will be purchased through Sourcewell contract # 011723.

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	mBudget ID	Department	Vendor	Contract
Pneumatic Tire Roller	$124,010.00	1097	Streets	Holt Cat	Sourcewell contract # 011723

QUESTIONS?

DATE: Sep 12, 2025
QUOTE #:369829-01

CITY OF CELINA
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Caterpillar Inc Model: CW16

SALE PRICE	$124,010
EXT WARRANTY	Included
TOTAL PRICE	**$124,010**

Quote Through Sourcewell Contract 011723 – Member 115658

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 72 MO/5000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/T4F/PL/9.3TONS	600-2166
ENGINE, CAT C3.6	634-7215
BASE, OPERATOR STATION	602-5970
SEAT, VINYL, STANDARD	610-7220
PRODUCT LINK, CELLULAR PL243	609-0276
OIL, HYD, STANDARD	445-5838
BALLAST, 9.3 TONS	446-5567
MIRRORS, EXTERNAL	495-4363
ROPS	448-1921
SUN CANOPY FOR ROPS	448-1922
LIGHTS, LED, AUX	609-0258
SEAT BELT, 3"	633-8595
ENCLOSURE, ENGINE, STD	602-5917
TIRES, 9, 14PLY BIAS	610-3613

STANDARD EQUIPMENT

POWERTRAIN
CAT C3.6 inline four cylinder, turbocharged diesel engine with flow-plug heater
Dual element cyclonic air cleaner
Fuel filter / water separator
Ultra clean fuel filter with integrated prime pump
Variable throttle control with ECO mode
Dual braking systems (service & parking)
Continuously variable hydrostatic transmission with seamless shifting

ELECTRICAL
12-volt electric starting
120 - amp alternator
One CAT maintenance free batteries
Halogen working lights - bumper mounted lamps (2 front-facing and 2 rear-facing)

Roading lights - turn signals and low beam forward facing lights
Rear backup light and stop indication
Backup alarm and forward warning horn
Product link ready

OPERATOR ENVIRONMENT

LCD gage package
Suspension seat with oversized RH arm rest
Rotating operators station
50 mm (2")wide seat belt
Vandalism protection
Power assisted steering

FLUIDS

Premixed 50% concentration of extended life coolant with freeze protection
to -37C (-35F)

OTHER STANDARD EQUIPMENT

Locking fiberglass engine enclosure
Front wheel oscillation
Pressurized water system with distribution bars over front and rear tires and individual retractable steel tire scrapers
Manual brake release
9 wheel system
Transport tie-down and lift points
Power assisted steering
348 L (92 gal) water tank capacity
Quick connect hydraulic pressure test ports
SOS ports:
-engine
-hydraulic
-coolant
Cocoa mats
Remote drains for all fluids

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
Date: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of two (2) new pieces of equipment MBudget ID's #1107 and #1108 for the Parks and Recreation Department from Professional Turf Products L.P., through a cooperative contract with BuyBoard Contract #706-23 for an amount not to exceed $54,256.44. (Figueroa)

Background Information:
Staff requests authorization to procure two (2) new pieces of equipment for the Parks and Recreation department. All enhancement vehicles have been budgeted and approved in the FY 2026 budget. The vehicles will be purchased through a cooperative contract with BuyBoard, contract #706-23.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Kubota Workman HDX 2WD	$39,395.25	1107	Parks	Professional Turf Products L.P.	BuyBoard, contract #706-23
80" Turf Aerator	$14,861.19	1108	Parks	Professional Turf Products L.P.	BuyBoard, contract #706-23

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Parks and Rec Workman and Aerator Quote MBudget ID 1107- 1108

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

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Parks and Recreation Equipment Purchase

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of two new pieces of equipment for the Parks and Recreation Department from Professional Turf Products L.P. through a cooperative contract with BuyBoard for an amount not to exceed $54,256.44.

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

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Kubota Workman HDX 2WD	$39,395.25	1107	Parks	Professional Turf Products L.P.	BuyBoard contract #706-23
80" Turf Aerator	$14,861.19	1108	Parks	Professional Turf Products L.P.	BuyBoard contract #706-23

QUESTIONS?

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:	9/19/2025
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Gary Hendricks	Destination	Included
Address	142 N Ohio St, Celina, Tx 75009	Trade-In	
		Finance	
Phone	972-382-2682	Account Type	CORP
Email	ghendricks@celina-tx.gov	QMS: ID	Q193395
Comments:			

Proposal

Qty	Model #	Description		Sale Price
1	07385	Workman HDX - 2WD Kubota Diesel		
1	07316	High Flow Hydraulics Kit		
		Workman HDX - 2WD Kubota Diesel	**$**	**39,395.25**
1	UA82-022	U80 Frame W/ Rake and STD Roller		
2	UA82-018	UA80 Shaft		
1	Freight	Freight		
		1st Products 80" Aeravator	**$**	**14,861.19**
		SubTotal	**$**	**54,256.44**
		Destination		**INCLUDED**
		Tax (Estimated)	**$**	**-**
		TOTAL	**$**	**54,256.44**

Comments:

Gary Don Hendricks

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.

Confidential Property of Professional Turf Products

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:** _____

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: October 14, 2025

Agenda Item:
Consider and act to award RFP 2025-055 to Alturex for Generator Preventive Maintenance and Service in an initial term amount of $93,718.80 for a contract term of one (1) year, with two (2) renewal options in an amount not to exceed $238,528.40 at the unit prices listed and generator repairs or service not specifically mentioned in the bid will be performed at $125 an hour for regular hours, $187.50 for overtime, with a 15% markup on parts and not to exceed the annual budgeted amount. (Figueroa)

Background Information:
On August 18, 2025, the City received responses to Request for Proposal (RFP) 2025-055 for Generator Preventive Maintenance and Service. The solicitation was advertised in the local newspaper and posted on the City's eProcurement system, with notifications sent to 252 vendors. Three vendors submitted responses.

The purpose of this solicitation was to secure a qualified contractor to provide preventive maintenance and routine services, including load bank testing, for City-owned generators. These generators provide emergency power to critical infrastructure and are essential for maintaining uninterrupted operations during power outages.

Legal Review:
The contract was previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. 2025-055 Agreement no Exhibits
3. Scoring Round Evaluation
4. Agenda Recap
5. Bid Tabulation

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

Staff Recommendation:
Staff recommends approval.

Generator Preventive Maintenance and Service
RFP 2025-055

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to award RFP 2025-055 to Alturex for Generator Preventive Maintenance and Service in an initial term amount of $93,718.80 for a contract term of one (1) year, with two (2) renewal options in an amount not to exceed $238,528.40 at the unit prices listed and generator repairs or service not specifically mentioned in the bid will be performed at $125 an hour for regular hours, $187.50 for overtime, with a 15% markup on parts and not to exceed the annual budgeted amount.

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

- Staff Recommends Approval.

PRICE SUMMARY

RFP 2025-055

Generator Preventative Maintenance and Service

Alturex	Rig Safe	Clifford Power Systems, Inc.
$ 93,718.80	$ 117,210.00	$ 89,725.00

		Alturex		Rig Safe		Clifford Power	
Miscellaneous							
Hourly Labor Rate	1	HR	$125.00		$125.00		$175.00
Markup Percent	1	EA	15.0%		15.0%		30.0%
Overtime Hourly Rate	1	HR	$187.50		$125.00		$262.50
Diesel Fuel Analysis Test	1	EA	$135.00		$150.00		$135.00
Engine Oil Analysis Test	1	EA	$20.00		$1,425.00		$30.00
Coolant Fluid Analysis Test	1	EA	$20.00		$100.00		$53.00

QUESTIONS?

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (City), and **Alturex, LLC** (Provider) for **Generator Preventative Maintenance and Service** (Project). In consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for **Generator Preventative Maintenance and Service**. The Provider agrees to provide services relative to the following Project: **2025-055 Generator Preventative Maintenance and Service** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and **Exhibit A: Request for Proposal and Addendum 1**, attached hereto and incorporated herein by reference.

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

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

4. **CONTRACT PERIOD.** The contract period for this agreement is for one year from the effective date, with the option to renew for up to two additional one-year terms.

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

6. **PAYMENTS.** Payments will be processed on a monthly basis for work completed for the previous month, and payment will be available within thirty (30) days after the City's receipt of the invoice for the previous month's Services.

7. **INVOICING.** Invoices must be prepared and submitted to the City for payment as follows.

   A. All Invoices must be numbered, dated and include the project name, dates of service, services performed, and purchase order number.

   B. Electronic Submission: AccountsPayable@celina-tx.gov (Preferred Method)

   C. Mail Submission: Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Request for Proposal and Addendum 1
Exhibit B: Supplier Response
Exhibit C: Insurance Requirements

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

City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009
contracts@celina-tx.gov

Provider Mailing Address
Jason Young
860 Dividend St
Midlothian, TX 76065
CityofCelina@alturex.com

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

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

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

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

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

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Jason Young

Jason Young
Type/Print Name and Title

09/25/2025
Date

Supplier Scoring Summary 2025-055 Addendum 1 - Generator Preventative Maintenance and Service

Supplier	Rank	Score	Experience/ Ability to Provide Work Client 1	Client 2	Client 3	Client 4	Client 5	Ability to provide Work	Cost of Services	Cost - Formula based	Distance from Main Office to City Hall	Distance from Main Office to City Hall	Previous Experience with City	Previous Experience with City
		100	9.00	9.00	9.00	9.00	9.00	5.00		40.00		5.00		5.00
Alturex	1	95.38	**9.00**	**9.00**	**9.00**	**9.00**	**9.00**	**4.33**		**38.38**		**3.00**		**4.67**
Clifford Power Systems, Inc.	2	85.79	**8.33**	**8.67**	**8.33**	**8.67**	**8.67**	**4.33**		**35.79**		**3.00**		**0.00**
Rig Safe Solutions	3	82.70	**9.00**	**9.00**	**9.00**	**9.00**	**9.00**	**4.33**		**31.37**		**2.00**		**0.00**
		87.96	8.78	8.89	8.78	8.89	8.89	4.33		35.18		2.67		1.56

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-055
SOLICITATION NAME: Generator Preventative Maintenance and Service
PROJECT #: N/A

Bid Opening Date	August 18th 2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	252
Number of Submissions:	3
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	3
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.

Three responses were received. Upon review, all submittals were deemed responsive, having all necessary requirements and forms.

The three responses were sent to the user department for further review.

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

Recommended Vendor(s):	Alturex, LLC
Contract Term:	One year initial term with two optional one-year renewals

Benjamin Sutton	09/24/2025
Submitted By	Date

Tab Sheet
RFP 2025-055
Generator Preventative Maintenance and Service

				Alturex		Rig Safe Solutions		Clifford Power Systems, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Generac GTS								
1.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$241.00	$ 723.00
1.2	Annual Service	1	EA	$730.00	$ 730.00	$660.00	$ 660.00	$1,282.00	$ 1,282.00
1.3	2 Hour Load Bank Test	1	EA	$600.00	$ 600.00	$505.00	$ 505.00	$1,176.00	$ 1,176.00
1.4	Winterization	1	EA	$32.94	$ 32.94	$365.00	$ 365.00	$668.00	$ 668.00
2	Generac								
2.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
2.2	Annual Service	1	EA	$760.00	$ 760.00	$660.00	$ 660.00	$852.00	$ 852.00
2.3	4 Hour Load Bank Test	1	EA	$700.00	$ 700.00	$550.00	$ 550.00	$1,481.00	$ 1,481.00
2.4	Winterization	1	EA	$32.94	$ 32.94	$340.00	$ 340.00	$668.00	$ 668.00
3	Cummins								
3.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
3.2	Annual Service	1	EA	$870.00	$ 870.00	$660.00	$ 660.00	$667.00	$ 667.00
3.3	2 Hour Load Bank Test	1	EA	$600.00	$ 600.00	$580.00	$ 580.00	$878.00	$ 878.00
3.4	Winterization	1	EA	$32.94	$ 32.94	$440.00	$ 440.00	$668.00	$ 668.00
4	Cummins								
4.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$241.00	$ 723.00
4.2	Annual Service	1	EA	$1,355.00	$ 1,355.00	$1,080.00	$ 1,080.00	$2,099.00	$ 2,099.00
4.3	4 Hour Load Bank Test	1	EA	$1,700.00	$ 1,700.00	$1,590.00	$ 1,590.00	$2,077.00	$ 2,077.00
4.4	Winterization	1	EA	$32.94	$ 32.94	$1,290.00	$ 1,290.00	$668.00	$ 668.00
5	Cummins								
5.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$269.00	$ 807.00
5.2	Annual Service	1	EA	$2,470.00	$ 2,470.00	$1,350.00	$ 1,350.00	$2,686.00	$ 2,686.00
5.3	4 Hour Load Bank Test	1	EA	$2,250.00	$ 2,250.00	$660.00	$ 660.00	$2,940.00	$ 2,940.00
5.4	Triennial Service	1	EA	$9,097.00	$ 9,097.00	$4,200.00	$ 4,200.00	$7,791.00	$ 7,791.00
5.5	Winterization	1	EA	$32.94	$ 32.94	$1,640.00	$ 1,640.00	$668.00	$ 668.00
6	Kohler								
6.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$269.00	$ 807.00
6.2	Annual Service	1	EA	$1,730.00	$ 1,730.00	$1,250.00	$ 1,250.00	$2,301.00	$ 2,301.00
6.3	4 Hour Load Bank Test	1	EA	$2,300.00	$ 2,300.00	$660.00	$ 660.00	$2,940.00	$ 2,940.00
6.4	Triennial Service	1	EA	$7,317.00	$ 7,317.00	$4,200.00	$ 4,200.00	$6,969.00	$ 6,969.00
6.5	Winterization	1	EA	$32.94	$ 32.94	$1,540.00	$ 1,540.00	$668.00	$ 668.00
7	Generac								
7.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
7.2	Annual Service	1	EA	$810.00	$ 810.00	$660.00	$ 660.00	$852.00	$ 852.00
7.3	4 Hour Load Bank Test	1	EA	$750.00	$ 750.00	$700.00	$ 700.00	$1,481.00	$ 1,481.00
7.4	Winterization	1	EA	$32.94	$ 32.94	$340.00	$ 340.00	$668.00	$ 668.00

8	Cummins								
8.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$133.00	$ 399.00
8.2	Annual Service	1	EA	$600.00	$ 600.00	$660.00	$ 660.00	$335.00	$ 335.00
8.3	4 Hour Load Bank Test	1	EA	$480.00	$ 480.00	$650.00	$ 650.00	$883.00	$ 883.00
8.4	Winterization	1	EA	$32.94	$ 32.94	$275.00	$ 275.00	$335.00	$ 335.00
9	Cummins								
9.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
9.2	Annual Service	1	EA	$810.00	$ 810.00	$660.00	$ 660.00	$667.00	$ 667.00
9.3	4 Hour Load Bank Test	1	EA	$750.00	$ 750.00	$850.00	$ 850.00	$1,203.00	$ 1,203.00
9.4	Winterization	1	EA	$32.94	$ 32.94	$490.00	$ 490.00	$668.00	$ 668.00
10	Generac								
10.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
10.2	Annual Service	1	EA	$1,251.00	$ 1,251.00	$880.00	$ 880.00	$852.00	$ 852.00
10.3	4 Hour Load Bank Test	1	EA	$1,100.00	$ 1,100.00	$1,160.00	$ 1,160.00	$1,481.00	$ 1,481.00
10.4	Triennial Service	1	EA	$4,900.00	$ 4,900.00	$3,500.00	$ 3,500.00	$3,042.00	$ 3,042.00
10.5	Winterization	1	EA	$32.94	$ 32.94	$740.00	$ 740.00	$668.00	$ 668.00
11	Kohler								
11.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$133.00	$ 399.00
11.2	Annual Service	1	EA	$600.00	$ 600.00	$660.00	$ 660.00	$399.00	$ 399.00
11.3	2 Hour Load Bank Test	1	EA	$330.00	$ 330.00	$430.00	$ 430.00	$588.00	$ 588.00
11.4	Winterization	1	EA	$32.94	$ 32.94	$300.00	$ 300.00	$335.00	$ 335.00
12	Generac								
12.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$133.00	$ 399.00
12.2	Annual Service	1	EA	$645.00	$ 645.00	$660.00	$ 660.00	$399.00	$ 399.00
12.3	4 Hour Load Bank Test	1	EA	$550.00	$ 550.00	$650.00	$ 650.00	$883.00	$ 883.00
12.4	Winterization	1	EA	$32.94	$ 32.94	$275.00	$ 275.00	$335.00	$ 335.00
13	Generac								
13.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
13.2	Annual Service	1	EA	$980.00	$ 980.00	$660.00	$ 660.00	$852.00	$ 852.00
13.3	2 Hour Load Bank Test	1	EA	$700.00	$ 700.00	$680.00	$ 680.00	$1,120.00	$ 1,120.00
13.4	Winterization	1	EA	$32.94	$ 32.94	$540.00	$ 540.00	$668.00	$ 668.00
14	Cummins								
14.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$269.00	$ 807.00
14.2	Annual Service	1	EA	$2,035.00	$ 2,035.00	$1,500.00	$ 1,500.00	$2,686.00	$ 2,686.00
14.3	2 Hour Load Bank Test	1	EA	$2,150.00	$ 2,150.00	$1,940.00	$ 1,940.00	$2,405.00	$ 2,405.00
14.4	Winterization	1	EA	$32.94	$ 32.94	$1,765.00	$ 1,765.00	$668.00	$ 668.00
15	Generac								
15.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
15.2	Annual Service	1	EA	$695.00	$ 695.00	$660.00	$ 660.00	$532.00	$ 532.00
15.3	2 Hour Load Bank Test	1	EA	$475.00	$ 475.00	$460.00	$ 460.00	$703.00	$ 703.00
15.4	Winterization	1	EA	$32.94	$ 32.94	$310.00	$ 310.00	$415.00	$ 415.00
16	Cummins								
16.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
16.2	Annual Service	1	EA	$715.00	$ 715.00	$660.00	$ 660.00	$532.00	$ 532.00

16.3	2 Hour Load Bank Test	1	EA	$500.00	$ 500.00	$480.00	$ 480.00	$703.00	$ 703.00
16.4	Winterization	1	EA	$32.94	$ 32.94	$335.00	$ 335.00	$415.00	$ 415.00
17	CAT								
17.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$241.00	$ 723.00
17.2	Annual Service	1	EA	$1,265.00	$ 1,265.00	$1,250.00	$ 1,250.00	$1,842.00	$ 1,842.00
17.3	2 Hour Load Bank Test	1	EA	$1,350.00	$ 1,350.00	$1,130.00	$ 1,130.00	$1,120.00	$ 1,120.00
17.4	Winterization	1	EA	$32.94	$ 32.94	$1,060.00	$ 1,060.00	$668.00	$ 668.00
18	Generac								
18.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$133.00	$ 399.00
18.2	Annual Service	1	EA	$615.00	$ 615.00	$660.00	$ 660.00	$399.00	$ 399.00
18.3	2 Hour Load Bank Test	1	EA	$360.00	$ 360.00	$430.00	$ 430.00	$588.00	$ 588.00
18.4	Winterization	1	EA	$32.94	$ 32.94	$275.00	$ 275.00	$335.00	$ 335.00
19	Cummins								
19.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
19.2	Annual Service	1	EA	$1,085.00	$ 1,085.00	$880.00	$ 880.00	$852.00	$ 852.00
19.3	2 Hour Load Bank Test	1	EA	$900.00	$ 900.00	$830.00	$ 830.00	$1,120.00	$ 1,120.00
19.4	Winterization	1	EA	$32.94	$ 32.94	$665.00	$ 665.00	$415.00	$ 415.00
20	Future FS4 Generator								
20.1	Quarterly Inspection	3	EA	$525.00	$ 1,575.00	$990.00	$ 2,970.00	$188.00	$ 564.00
20.2	Annual Service	1	EA	$980.00	$ 980.00	$660.00	$ 660.00	$852.00	$ 852.00
20.3	2 Hour Load Bank Test	1	EA	$700.00	$ 700.00	$680.00	$ 680.00	$1,120.00	$ 1,120.00
20.4	Winterization	1	EA	$32.94	$ 32.94	$540.00	$ 540.00	$668.00	$ 668.00
					$ 93,718.80		**$ 117,210.00**		**$ 89,725.00**

				Alturex		Rig Safe Solutions		Clifford Power Systems, Inc.	
21	Miscellaneous								
21.1	Hourly Labor Rate	1	HR	$125.00		$125.00		$175.00	
21.2	Markup Percent	1	EA	15.0%		15.0%		30.0%	
21.3	Overtime Hourly Rate	1	HR	$187.50		$125.00		$262.50	
21.4	Diesel Fuel Analysis Test	1	EA	$135.00		$150.00		$135.00	
21.5	Engine Oil Analysis Test	1	EA	$20.00		$1,425.00		$30.00	
21.6	Coolant Fluid Analysis Test	1	EA	$20.00		$100.00		$53.00	

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: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of Elgin Regen-X Regenerative Air Street Sweeper MBudget ID #978 for the Public Works Department from Kinloch Equipment & Supply, Inc., through a cooperative contract with Sourcewell Contract #093021-ELG in an amount not to exceed $386,660.00. (Figueroa)

Background Information:
Staff is requesting authorization to purchase one (1) Elgin Regen-X Regenerative Air Street Sweeper (MBudget ID #978) for the Public Works Department through a cooperative purchasing contract with Sourcewell (Contract #093021-ELG) in an amount not to exceed $386,660.00. This equipment will significantly enhance the Stormwater Team's ability to maintain clean, safe, and well functioning roadways throughout the City.

The Stormwater Team is responsible for maintaining stormwater infrastructure along approximately 119 lane miles of thoroughfares and collector streets, as well as all City facility parking lots. Routine street sweeping is essential to remove accumulated trash, sediment, leaves, and other debris that can obstruct storm drains, contribute to localized flooding, and negatively impact water quality. The addition of a regenerative air street sweeper will enable staff to more effectively collect fine particles and debris before they enter the stormwater system, improving drainage performance and supporting regulatory compliance.

This sweeper will also serve a critical function during post-winter operations. Following ice events, there's over 35 cubic yards of sand applied to various roadways, bridges, and City parking lots. The new sweeper will allow staff to remove this residual material promptly, reducing airborne dust, improving roadway safety, and preventing sediment from entering the stormwater system.

In addition to its operational benefits, the street sweeper will support the City's commitment to community appearance by maintaining cleaner thoroughfares and collector streets. This

investment will increase operational efficiency, expand the City's sweeping capabilities, and enhance the overall cleanliness and visual appeal of the community.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Street Sweeper	$386,660.00	978	Stormwater	Kinloch Equipment & Supply, Inc.	Sourcewell Contract #093021-ELG

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2026 Elgin RegenX Sweeper MBudget 978

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

Staff Recommendation:
Staff recommends approval.

Stormwater Street Sweeper Purchase

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of Elgin Regen-X Regenerative Air Street Sweeper MBudget ID # 978 for the Public Works Department from Kinloch Equipment & Supply, Inc. through a cooperative contract with Sourcewell contract # 093021-ELG in an amount not to exceed $386,660.00.

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

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Street Sweeper	$386,660.00	978	Stormwater	Kinloch Equipment & Supply, Inc.	Sourcewell Contract #093021-ELG

RegenX

QUESTIONS?

Kinloch Equipment & Supply, Inc.

Presents a Proposal Summary

of the

ELGIN
Subsidiary of Federal Signal Corporation

RegenX

Regen-X Regenerative Air Street Sweeper with 74 HP Auxiliary Engine

For

CELINA
EST. 1876

Dan Hake
Tel: 346-588-4592

Quote Number: 2025-83762

RegenX

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Domicile	Continental USA
Size of Sidebroom	42
Fuel Type	Diesel

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2025 or Newer M2 Dual Steer
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Chassis Battery Disconnect	Yes
Seating Options	(Standard) Right Hand Air-ride Cloth Hi-Back
Cab Mounted Convex Mirrors	12" Non-Heated Convex Mirrors
Horn Options	Standard Electric
In Cab Air Restriction Gauge Chassis	Yes

Brooms

Sidebroom Tilt Option Right Hand	Yes
Centerbroom	Yes

Conveyance & Hopper

In-Cab Hopper Dump	Yes
Hopper Deluge	Yes
Hopper Coating Systems	LifeLiner™ Hopper System
Inspection Doors-Right	Right Hand Door

Dust Control & Flush Systems

Fill Hose Length	16'8"
Front Spray Bar	Yes

Dan Hake
Tel: 346-588-4592

Lighting & Compliance

Lighting	LED Beacons Cab/Front; (2) Hopper Rear with LED Arrowstick
Work and Flood Lights; Individual Rocker Switches	Dual Sidebroom and Dual Rear Lights-LED

Manuals and Warranty

Sweeper Warranty	Through 5th Year (Parts/Labor)
Chassis Warranty	4 Year Additional Coverage
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Operators Manuals	1
John Deere Parts Manuals	1

Tools/Toolbox

Hydrant Wrench	Yes
Left Hand Lockable Toolbox	Yes
Right Hand Lockable Toolbox	Yes
Fire Extinguishers	5 lbs.

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Total Sourcewell Cooperative Contract Price F.O.B. Celina, TX: $386,660.00

Product Model: REGENX
Proposal Date: 9/17/2025
Quote Number: 2025-83762
Price List Date: 9/17/2025

Payment Terms: Net Due Upon Delivery

Dan Hake
Tel: 346-588-4592

Proposal Notes:

1. Prices quoted herein are firm until 10.17.25.
2. Pricing based on Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Celina Member # 115658.
3. Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering, and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

SIGNED BY: _____ Date: _____

Dan Hake
Tel: 346-588-4592

Quote Number: 2025-83762

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.

Dan Hake
Tel: 346-588-4592

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: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of 2027 Western Star 47X GapVax MBudget ID #976 for the Public Works Department from Lonestar Freightliner Group LLC; DBA Lonestar Truck Group through a cooperative contract with The Interlocal Purchasing System (TIPS) Contract #221001 in an amount not to exceed $734,426.00. (Figueroa)

Background Information:

Staff is requesting authorization to purchase one (1) 2027 Western Star 47X GapVax Hydro Excavation and Jetting Truck to support the City's stormwater maintenance operations, which was approved in the FY26 Budget process, MBudget ID #976.

The Stormwater Division is responsible for maintaining approximately 340 debris separators, 7,951 inlets, 1,547 manholes, and 186.6 miles of stormwater main lines. The addition of this specialized equipment will significantly enhance the Division's capacity to perform routine cleaning and preventative maintenance.

Vacuum trucks are a crucial tool used to remove debris, sediment, and other obstructions from catch basins, manholes, debris separators, and mainlines. Regular cleaning reduces the risk of blockages that can cause flooding and property damage, helping to ensure the stormwater system operates safely and efficiently.

The proposed purchase will be made through the TIPS Cooperative Purchasing Contract #221001 for Heavy Duty Equipment.

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 eliminating duplication of work during the process.

Item	Estimated Price	Mubudget ID	Department	Vendor	Contract
Hydro Excavation / Vac Truck	$734,426.00	976	Stormwater	Lonestar Freightliner Group LLC	(TIPS) contract # 221001

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2026 GapVac Quote

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

Staff Recommendation:
Staff recommends approval

Stormwater Hydro Excavation / Vac Truck Purchase

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of 2027 Western Star 47X GapVax MBudget ID #976 for the Public Works Department from Lonestar Freightliner Group LLC; DBA Lonestar Truck Group through a cooperative contract with The Interlocal Purchasing System (TIPS) contract # 221001 in an amount not to exceed $734,426.00.

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

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	Mubudget ID	Department	Vendor	Contract
Hydro Excavation / Vac Truck	$734,426.00	976	Stormwater	Lonestar Freightliner Group LLC	(TIPS) contract # 221001

QUESTIONS?

TIPS CONTRACT PRICING FORM

LONESTAR FREIGHTLINER GROUP, LLC; DBA LONESTAR TRUCK GROUP
2051 Hughes Rd
Grapevine TX 76051
(254) 752-9735 * (800) 299-3250 * Fax (254) 754-4393

Sales Rep: Jason Wade

9/18/2025 **CITY OF CELINA TIPS QUOTE - CONTRACT # 221001 HEAVY DUTY EQUIPMENT**

	Item Description	List Price
	2027 WESTERN STAR 47X	**$91,626**
	PUBLISHED OPTIONS	
	CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	$7,998
	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	$9,212
	MFS-20-133A 22,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	$5,500
	23,000# FLAT LEAF FRONT SUSPENSION	$3,509
	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE	$5,450
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	$1,499
	90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	$361
	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION	$424
	PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION	$451
	STAINLESS STEEL EXTERIOR SUN VISOR	$514
	RH AND LH ELECTRIC POWERED WINDOWS	$218
	SUBTOTAL PUBLISHED OPTIONS	**$126,762**
	UNPUBLISHED OPTIONS	
	NEWAY ADZ 246 46,000# REAR AIR SUSPENSION	$10,331
	15.0MM X 89.0MM X 315.0MM STEEL FRAME (0.59X3.5X12.4 INCH) 120 KSI	$3,383
	CONTINENTAL 425/65R22.5 20 PLY RADIAL FRONT TIRES	$1,853
	CONTINENTAL 11R22.5 16 PLY RADIAL REAR TIRES	$2,473
	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET ALUMINUM DISC FRONT WHEEL	$1,230
	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS	$2,350
	DUAL HIGH CAPACITY POWER STEERING GEARS, BENDIX 20-23K	$2,747
	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	$1,233
	JACKSHAFT, TEMPORARY DRIVELINE FOR CUSTOMER FURNISHED EQUIPMENT	$2,014
	MODEL YEAR INCREASE	$4,750
	GHG SURCHARGE - CUMMINS	$555
	SET FORWARD AXLE	$1,000
	STEEL/ALUMINUM TARIFF	$3,000
	TOTAL UNPUBLISHED OPTIONS	**$36,919**
	TOTAL CHASSIS PRICE	**$163,681**
	SPECIAL GAPVAX BODY	**$570,745**
	OPTIONAL 5 YEAR MAINTENANCE PLAN (INCLUDES 5 YEAR BUYBACK GUARANTEE)	**N/A**
	($13,000 / year x 5 years) (due at initial purchase)	
	QUANTITY	**1**
	FINAL INVOICE AMOUNT	**$734,426**

***PLEASE NOTE:** PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS, GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE.

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager, Steve Walsh, Director of Parks and Recreation
Date:	October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of three (3) new pieces of equipment MBudget ID's #1105, #1106, and #1109 for the Parks and Recreation Department from Zimmerer Kubota & Equipment Inc., through a cooperative contract with BuyBoard and Sourcewell for an amount not to exceed $169,336.65. (Figueroa)

Background Information:
Staff is requesting authorization to procure three (3) new pieces of equipment for the Parks and Recreation Department. These purchases were budgeted and approved in the FY 2026 Budget and will be made through cooperative contracts with Sourcewell (Contract #112624-KBA) and BuyBoard (Contract #706-23).

The request includes one (1) tractor equipped with a bucket and forks and one (1) Kubota skid steer. These units will support daily park operations such as material handling, landscaping, site preparation, and general maintenance. The tractor will also be used to pull the City's Trimax Snake Mower for proper maintenance of multipurpose fields, while the skid steer will enhance staff efficiency in moving materials and completing grading and leveling tasks.

These additions will provide staff with the necessary resources to maintain safe, high-quality facilities and extend the lifespan of park amenities.

The City maintains an executed Interlocal Agreement with the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases, which satisfy competitive bidding requirements while saving time and funding by avoiding duplication of work during the procurement process.

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Kubota MX6000 Tractor	$50,652.58	1105	Parks	Zimmerer Kubota & Equipment Inc	Sourcewell, contract #112624 - KBA
Kubota Skid Steer	$72,885.06	1109	Parks	Zimmerer Kubota & Equipment Inc	Sourcewell, contract #112624-KBA
Trimax Mowerr	$45,799.01	1106	Parks	Zimmerer Kubota & Equipment Inc	BuyBoard contract #706-23

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Parks and Rec Kubota Tractor Quote MBudget ID 1105
3. Parks and Rec Trimax Snake Mower Quote MBudget ID 1106
4. Parks and Rec Kubota Skid Steer Quote MBudget ID 1109

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

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Parks and Recreation Department Equipment Purchases

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of three new pieces of equipment for the Parks and Recreation Department from Zimmerer Kubota & Equipment Inc. through a cooperative contract with BuyBoard and Sourcewell for an amount not to exceed $169,336.65.

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

- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

PRICE SUMMARY

Item	Estimated Price	MBudget ID	Department	Vendor	Contract
Kubota MX6000 Tractor	$50,652.58	1105	Parks	Zimmerer Kubota & Equipment Inc	Sourcewell, contract #112624 - KBA
Kubota Skid Steer	$72,885.06	1109	Parks	Zimmerer Kubota & Equipment Inc	Sourcewell, contract #112624- KBA
Trimax Mower	$45,799.01	1106	Parks	Zimmerer Kubota & Equipment Inc	BuyBoard contract #706-23

QUESTIONS?

Sourcewell
Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

MX6000HSTC WEB QUOTE #2910718
Date: 9/15/2025 1:17:03 PM
-- Customer Information --
Hendricks, Gary Don
115658
City of Celina
ghendricks@celina-tx.gov
972-382-2682

Quote Provided By
Zimmerer Kubota & Equipment, Inc.
Steve Lee
5165 Mark IV Parkway
Ft. Worth , TX 76106
email: stevel@zkmail.com
phone: 8172816143

-- Standard Features --

Kubota

M Series

MX6000HSTC
UTILITY CAB TRACTOR, 4WD, HST TRANSMISSION
* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model # V2403
Direct injection
4 Cyl. 148.6 cu. in.
^ 59.5 Net Eng. HP
^ 51.7 PTO HP
@ 2700 Eng. rpm
EPA Tier 4 Emmission Cert.
Turbo Common Rail Electronic Fuel Injection
12V - 650 CCA Battery
Charging Output 60 Amps

HYDRAULICS
Open Center - Gear Pump
4.9 gpm Power Steering
9.5 gpm Remote/3 Pt. Hitch
14.4 gpm Total Hyd. Flow
Cat I/II 3-point Hitch
At lift Point 2870 lbs.
24” Behind 2310 lbs.
Telescoping Lower Links
Telescoping Stabilizers

^ Manufacturer Estimate

FRONT AXLE
Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear

TRANSMISSION
3 Range Low/Med/High
Cruise Control Standard
Mech. Wet Disc Brakes
Left Side Brake Pedals
Rear Differential Lock

INSTRUMENTS
Tachometer/Hour Meter
Fuel Gauge Meter
Warning Symbols
Coolant Temperature Meter

FLUID CAPACITY
Fuel Tank 11.9 gal
Cooling System 6.9 qts
Crankcase with filter 7.4 qts
Transmission and
Hydraulics 11.6 gal

POWER TAKE OFF
Live-Independent Hydraulic
540 rpm Rear PTO
@ 2700 Eng. rpm
SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT
2-Post Foldable ROPS w/
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Parking Brakes
Electric Key Shut Off
Turn Signals
SMV Sign

OPERATORS PLATFORM
Semi-Flat Deck w/Hanging Pedals
High Back Seat with Adjustable
Suspension
Tilt Steering
Interior Light
Interior Rearview Mirror
Front Wiper with Washer
A/C & Heater
Speakers & Radio Pre-Wired
Left Hand Step
Horn
Left & Right Hand Door
Rubber Floor Mat
Stationary PTO Switch
Cup Holder
Color Coded Controls

SELECTED TIRES
sub56
FRONT - 29x12.50-15 R3 TITAN MULTITRAC
REAR - 44x18-20 R3 TITAN MULTITRAC 8STUD

Gary Don Hendricks

-- Custom Options --

MX6000HSTC Base Price:	$49,529.00
Selected Kubota Attachments	
(1) 1ST POS LEVER KIT MX5400/MX6000 CAB MX6891A-1ST POS LEVER KIT MX5400/MX6000 CAB	$629.00
(1) DOUBLE ACTING VALVE FOR MX L8303-DOUBLE ACTING VALVE FOR MX	$310.00
(1) 2ND POS LEVER KIT MX5400/MX6000 CAB MX6892A-2ND POS LEVER KIT MX5400/MX6000 CAB	$313.00
(1) FLOAT DETENT VALVE SECTION L8304-FLOAT DETENT VALVE SECTION	$389.00
(1) 7PIN CONNECTOR KT MX5400/MX6000 CAB MX6890-7PIN CONNECTOR KT MX5400/MX6000 CAB	$198.00
(1) LOADER VALVE FOR CAB MODELS MX2132-LOADER VALVE FOR CAB MODELS	$983.00
(1) FRONT LOADER MX SERIES W/O VALVE LA1065A-FRONT LOADER MX SERIES W/O VALVE	$5,797.00
(1) 72" Q.A. SQUARE BACK BUCKET / GL40'S L2235A-72" Q.A. SQUARE BACK BUCKET / GL40'S	$913.00
(1) BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE) MX2140-BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE)	$96.00
(1) SIDE MIRROR KIT (CAB) MX6801-SIDE MIRROR KIT (CAB)	$168.00
Total Kubota Attachments:	$9,796.00
Total Attachments:	$9,796.00
Configured Price:	$59,325.00
Sourcewell Discounts:	
Kubota Items:	($13,051.50)
Total Discount:	($13,051.50)
SUBTOTAL:	$46,273.50
Factory Assembly:	$325.00
Kubota Item Fees:	
Dealer Assembly:	$788.33
Freight Cost:	$1,093.75
PDI:	$400.00
AP-PFL4648 48" 4500 LB RATED PALLET FORKS	$1,422.00
77700-13484 AM/FM STEREO INCLUDING INSTALLATION	$350.00
Total Unit Price:	$50,652.58
Quantity Ordered:	1
Final Sales Price:	$50,652.58

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.19

Zimmerer Kubota & Equipment, Inc.

5165 MARK IV PARKWAY FORT WORTH, TX 76106 (817)281-6143

Customer: City of Celina
Address:
City:

Phone:
E-Mail:
Fax:

Make	Model	Description		Price:
Trimax	**Snake S3 400**	Series 3 13' tri-deck finish mower		$ 45,190.00
		anti wear skids mounted on outer edges of wings		$ 298.67
		Buy Board discount -3%		$ (1,364.66)
		adjusted price		$ 44,124.01
		incoming freight		$ 1,475.00
		Buy Board contract # 706-23		
			Sub-Total:	$ - $ 45,599.01

Trade-In	**[Y/N]**	
Value:		
Pay-Off:		$ -
Difference (Sub-Total - Value + Payoff):		$ -
Extended Warranty:		
Taxes		
Sales Tax (8.25%):		$ -
Heavy Equipment Tax (.002040)		$ -
TERP Tax (50+ HP Units) (1.5%):		$ -
3% Conevience Fee		$ -
Extras		
Theft, Fire & Vandalism Insurance:		
UCC/Document Fee (C/B/N):		
RTV Title Fee:		$ -
Delivery Fee:		$ 200.00
Total:		$ 45,799.01
Down Payment:		
Total:		$ 45,799.01

Proposal Only. Not a Sales Invoice

All prices quoted are for cash or check purposes. Credit cards are gladly accepted at our non-discounted price.

Sales Person: Steve Lee

Date: 9/15/2025

Gary Don Hendricks

9/23/2025

www.zimmererkubota.com

2825 N Nolan River Rd	**1421 N Loop 288**	**3472 S US Hwy 287**	**5165 Mark IV Parkway**	**3218 W US Hwy 82**
Cleburne, TX 76033	**Denton, TX 76209**	**Decatur, TX 76234**	**Fort Worth, TX 76106**	**Gainesville, TX 76240**
(817) 645-9106	**(940) 382-1564**	**(940) 627-4744**	**(817) 281-6143**	**(940) 668-7861**

Sourcewell
Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

SVL75-3HFWVCC WEB QUOTE #2910756
Date: 9/15/2025 2:03:16 PM
-- Customer Information --
Hendricks, Gary Don
115658
City of Celina
ghendricks@celina-tx.gov
972-382-2682

Quote Provided By
Zimmerer Kubota & Equipment, Inc.
Steve Lee
5165 Mark IV Parkway
Ft. Worth , TX 76106
email: stevel@zkmail.com
phone: 8172816143

-- Standard Features --

Kubota

S Series SVL75-3HFWVCC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS & Air Conditioned ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt and 2-Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4 Lower Track Rollers
Rubber Tracks, 12.6" Standard, 15" Optional
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls, Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle Controls
Electronic Travel Torque Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter machine
KubotaNOW Telematics

BASIC UNITS
SVL75-3, 15.8" Rubber Tracks, Open ROPS/FOPS Cab
Hydraulic Quick Coupler
High Flow Hydraulics & MF Grips
14-Pin Coupler
Reversing Fan
Cold-weather CCV Package

ENGINE
V3307 Kubota CR-TE4, Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option (without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL DIMENSIONS
Operating Weight*, SVL75H, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35% of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1and SAE J 818 for crawler loaders
Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/ 29.8 gpm
Travel Speed (Low / High) 5.6 /8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track) 5.8 psi
Ground Pressure (Wide Track) 4.7 psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175 lbs.

-- Custom Options --

SVL75-3HFWVCC Base Price:	$87,396.00
Selected Kubota Attachments	
(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting Edge, Side Cutter, 19.2 cu-ft heaped capacity AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting Edge, Side Cutter, 19.2 cu-ft heaped capacity	$2,737.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$115.00
Total Kubota Attachments:	$2,852.00
Total Attachments:	$2,852.00
Configured Price:	$90,248.00
Sourcewell Discounts:	
Kubota Items:	($21,659.52)
Total Discount:	($21,659.52)
SUBTOTAL:	$68,588.48
Kubota Item Fees:	
Dealer Assembly:	$18.33
Freight Cost:	$831.25
PDI:	$400.00
AP-PFL5648 48" 5500 lb rated pallet forks	$1,422.00
1/2" Lexan replacement front door & HD door lift struts	$1,625.00
Total Unit Price:	$72,885.06
Quantity Ordered:	1
Final Sales Price:	$72,885.06

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

Gary Don Hendricks

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.19

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: October 14, 2025

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

Background Information:
An earthen ditch was constructed with the Homestead of Ownsby Farms phase two (2) development to convey stormwater from the Ownsby 1180 Farm Ltd tract and Preston Road (SH 289) to the Doe Branch Creek. The ditch was constructed in an easement dedicated to the City by a separate instrument recorded in the Collin County records as document number 20180125000102490, dated the 25th day of January 2018.

The Ownbsy 1180 Farm Ltd tract has changed ownership and is currently subdivided and owned by Home Depot USA Inc and Ownsby Legacy Group. Home Depot has proposed installing storm infrastructure and modifying the ditch as part of their development. Currently, the City is responsible for the maintenance of the earthen ditch. The proposed modification of the ditch includes the construction of stacked stone walls on the slopes of the ditch. In order to place the maintenance responsibility of these new improvements on Home Depot, a portion of the easement will need to be abandoned.

Legal Review:
Legal has previously approved the Easement Abandonment language for this Ordinance.

Supporting Documents:
1. Staff Presentation
2. VII.T- Drainage Easement Release-Location Map
3. Ownsby Farms 0.5231 acres Ordinance DE Abandonment v2 BW 09.23.25
4. 2018-1-25-Drainage Easement

Financial Consideration:
N/A

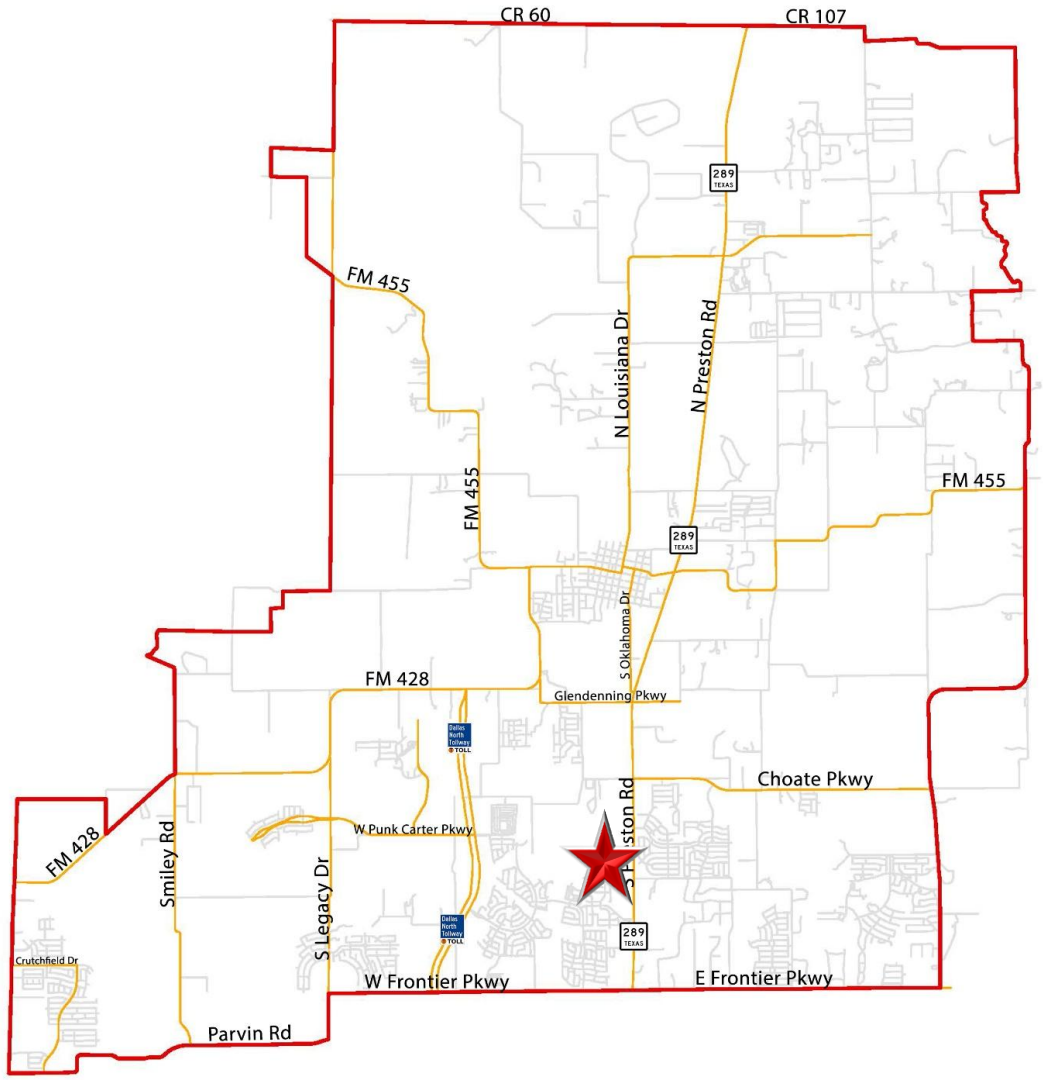
Staff Recommendation:
Staff recommends approval as presented.

PARTIAL DRAINAGE EASEMENT ABANDONMENT THE HOME DEPOT SITE

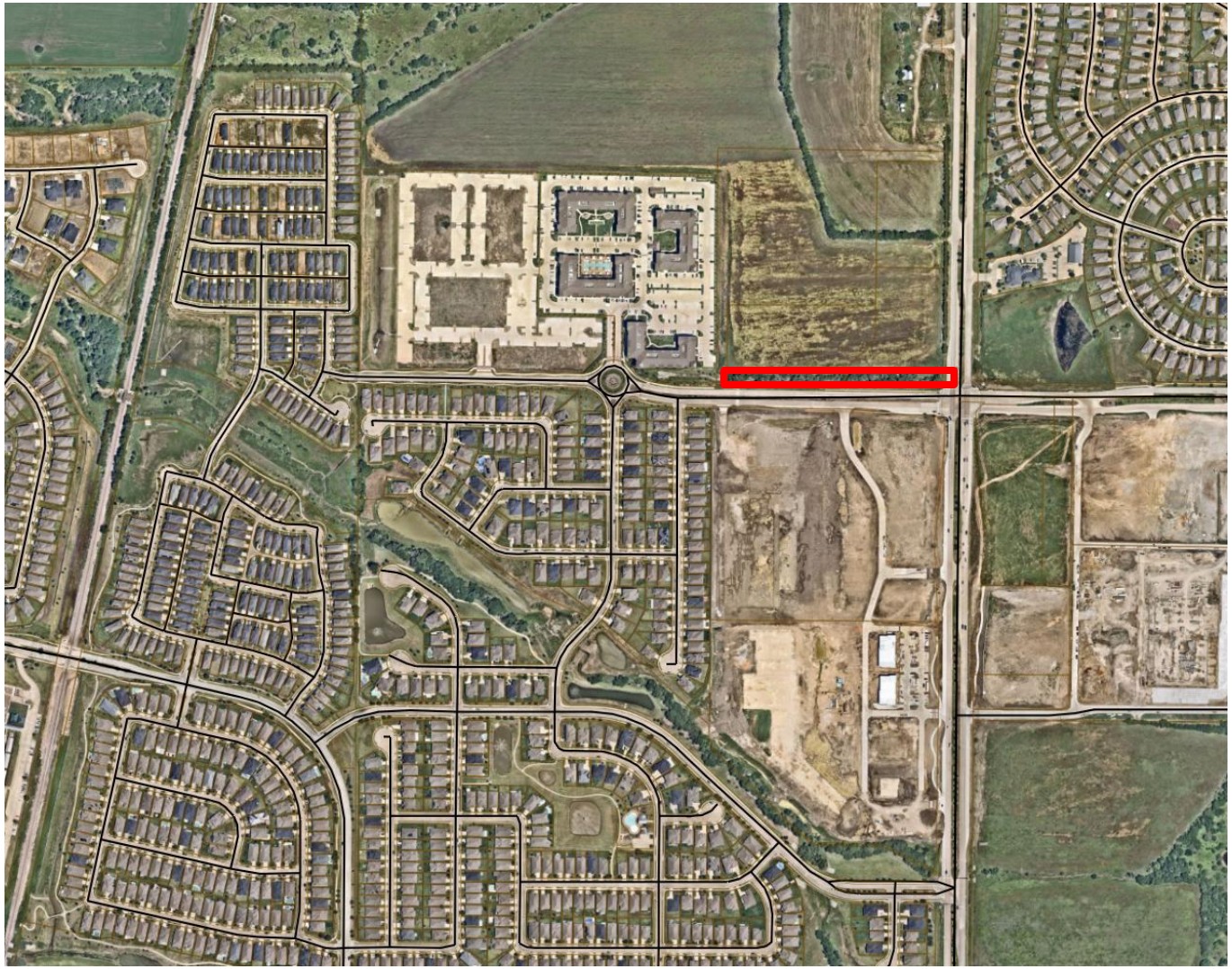
City Council
October 14, 2025

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

LOCATION MAP



LOCATION MAP



BACKGROUND

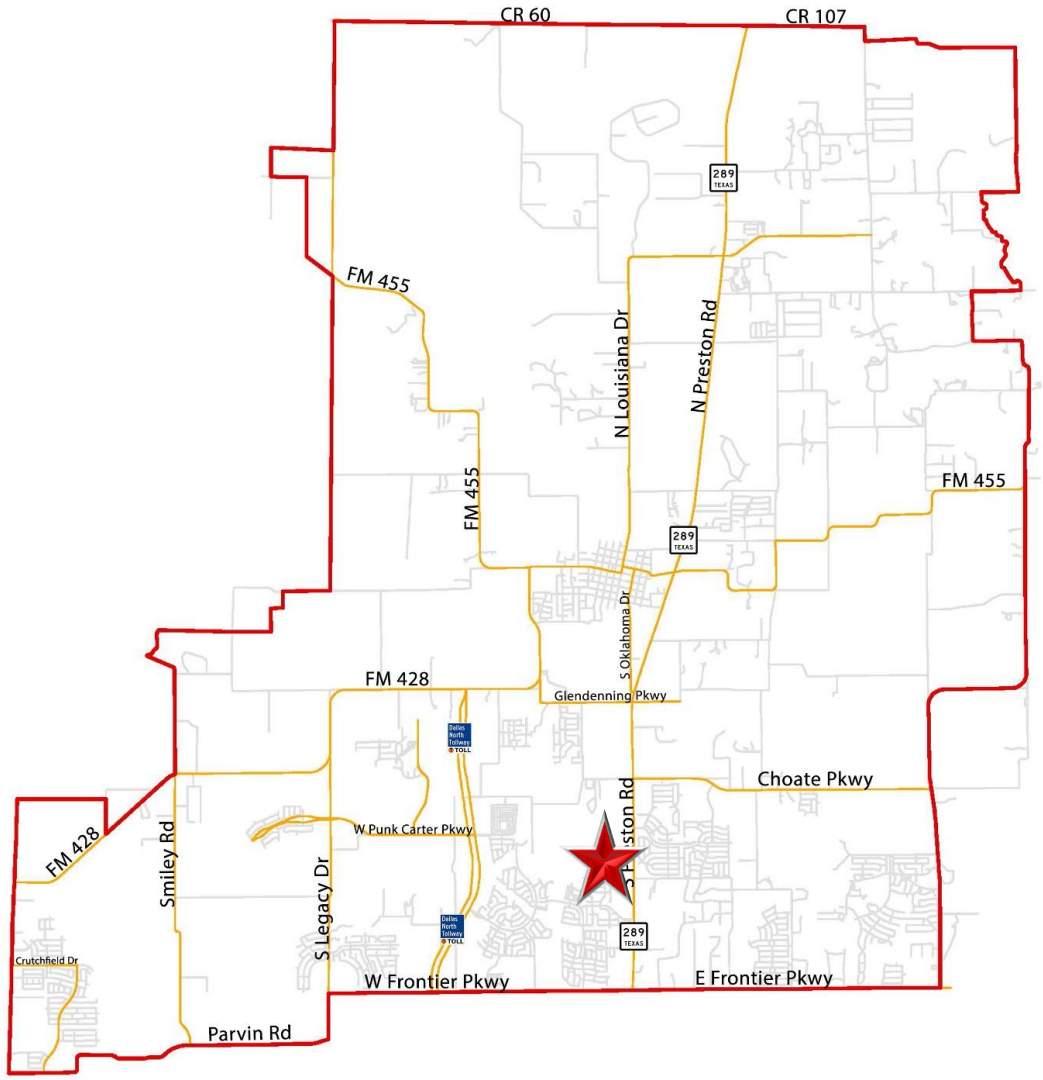
- A drainage channel was created with the Homestead of Ownsby Farms phase 2 development to convey stormwater from the Ownsby 1180 Farm Ltd tract (currently subdivided and owned by Home Depot USA Inc and Ownsby Legacy Group) and a culvert under Preston Road (SH 289) to the Doe branch creek.
- The easement for the channel was dedicated to the city by a separate instrument recorded in the Collin County records as document number 20180125000102490, dated the 25th day of January 2018.
- With the installation of storm infrastructure with the Home Depot project, the drainage channel is being rebuilt, and portions of the easement will no longer be 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?

LOCATION MAP



ORDINANCE NO. 2025- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A 0.5231 ACRE PORTION OF A VARIABLE WIDTH DRAINAGE EASEMENT SITUATED ON 2.708 ACRE TRACT OF LAND IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS; SAID TRACT BEING DESCRIBED IN A DRAINAGE EASEMENT TO THE CITY OF CELINA, RECORDED IN INSTRUMENT NO. 20180125000102490 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 CITY MANAGER TO EXECUTE ADDITIONAL NECESSARY DOCUMENTS OR TAKE ACTIONS; PROVIDING A SEVERABILITY CLAUSE; AND 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 20180125000102490, dated the 14th day of March 2018, recorded in the Real Property Records of Collin County, Texas, the City of Celina, Texas, was granted the right to install, repair, maintain, alter, replace, relocate, rebuild, remove and operate drainage facilities along, over, upon and across the 2.708 acre tract of land (the "Easement"), 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 a 0.5231 acre portion of the Easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described and attached hereto as Exhibit "A" (the "Partial Easement"), and

WHEREAS, pursuant to Section 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 Partial Easement, 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 Partial 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 the City of Celina is hereby authorized and empowered directed to execute, any and all further 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 section of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is held invalid or unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the validity of the remaining portions of the Ordinance, since the same would have been enacted by 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 ___ day of _____ 2025 by the City Council of the City of Celina, Texas.

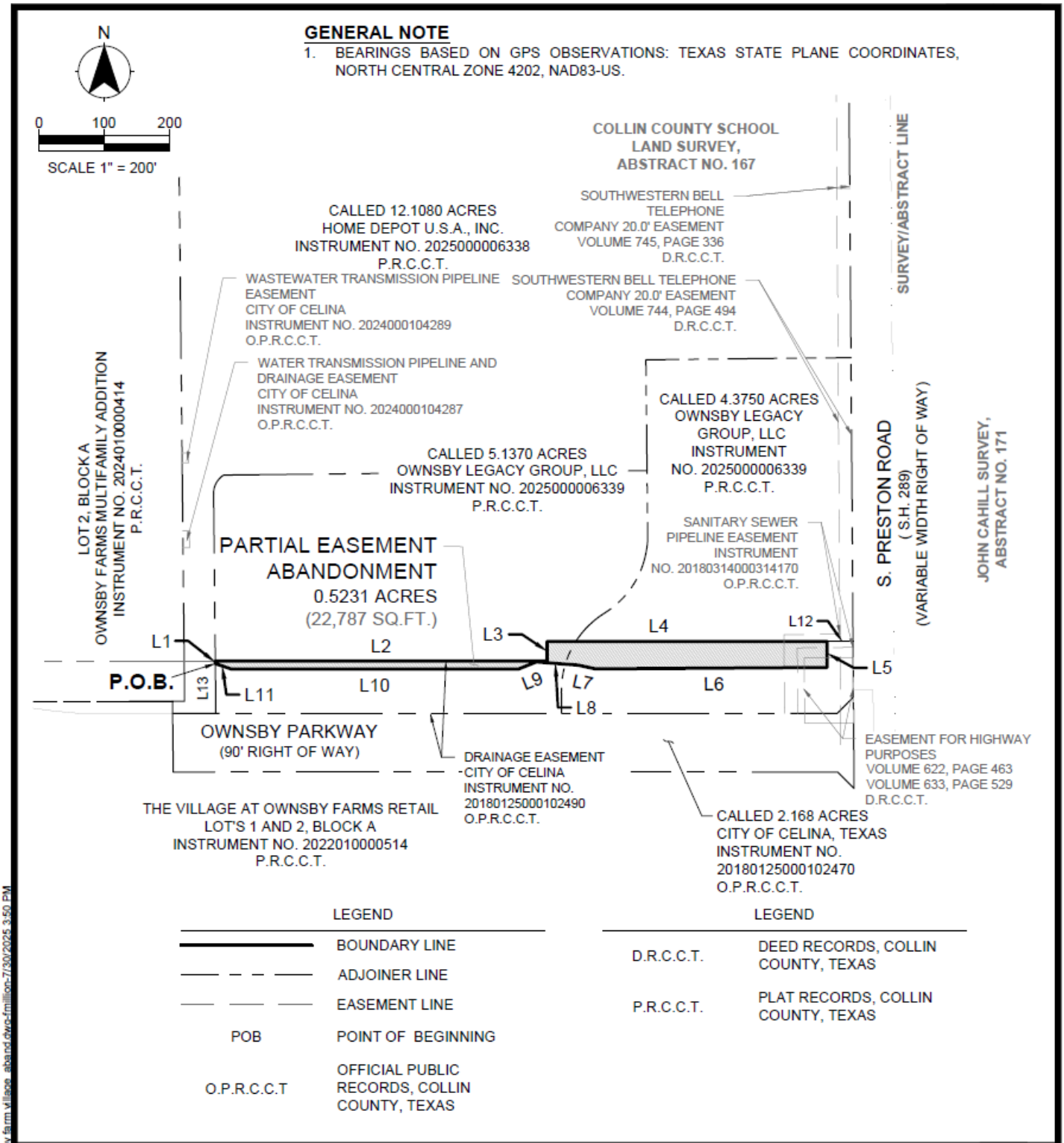
CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT "A"
Partial Easement



KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

PARTIAL EASEMENT ABANDONMENT EXHIBIT
BEING 0.5231 ACRES OF LAND
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167,
COLLIN COUNTY, TEXAS,

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010312002	7/30/2025	FRM	JWH	1" = 200'	1 OF 2

REVISION	DATE	DESCRIPTION
1.		
2.		

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ORIGINAL

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 117,949 square foot tract of land in Collin County, Texas, more particularly described 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 in **Exhibit "B"** that is adjacent to the Easement Property (the "Temporary Construction Easement") for the purpose of

installing the improvements on the Easement Property, which Temporary Construction Easement shall terminate on January 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 January 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 January 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.

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

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*]

EXECUTED this 18th day of January, 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 18th day of January, 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.

ANNA KRISTEN HUSSEY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 131329720

Notary Public, State of Texas

GRANTEE:

City of Celina

By: _____

Title: City Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 24 day of January, 2018, by Jason Laumer, City Manager of the City of Celina, on behalf of said municipality.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Description of a Variable Width
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;

BEGINNING 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, 1578.03 feet;

THENCE N 89° 59' 53" W, 275.81 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 23.89 feet, through a central angle of 01° 17' 50", having a radius of 1055.00 feet, the long chord which bears N 77° 41' 28" W, 23.89 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 78.52 feet, through a central angle of 44° 59' 10", having a radius of 100.00 feet, the long chord which bears N 54° 32' 58" W, 76.51 feet to the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 14.73 feet, through a central angle of 09° 04' 24", having a radius of 93.00 feet, the long chord which bears N 36° 35' 35" W, 14.71 feet;

THENCE S 89° 59' 53" E, 943.89 feet;

THENCE N 00° 00' 07" E, 30.00 feet;

THENCE S 89° 59' 53" E, 468.14 feet to the west right-of-way line of State Highway 289, also known as Preston Road (a variable width right of way) as described in Volume 633, Page 531 of said Official Public Records;

THENCE S 00° 24' 27" E, 85.00 feet with said west right-of-way line;

THENCE S 44° 47' 50" W, 35.23 feet departing said west right-of-way line;

THENCE N 89° 59' 53" W, 1017.39 feet;

THENCE N 00° 32' 58" W, 18.72 feet to the **POINT OF BEGINNING** and containing 117,949 square feet or 2.708 acres of land, more or less.

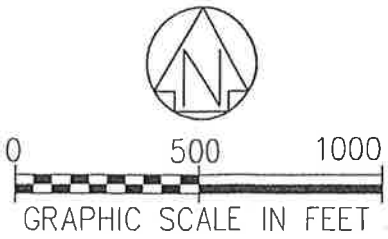
"Integral parts of this document"
1. Description
2. Exhibit

TBPLS Firm Reg No. 10177700

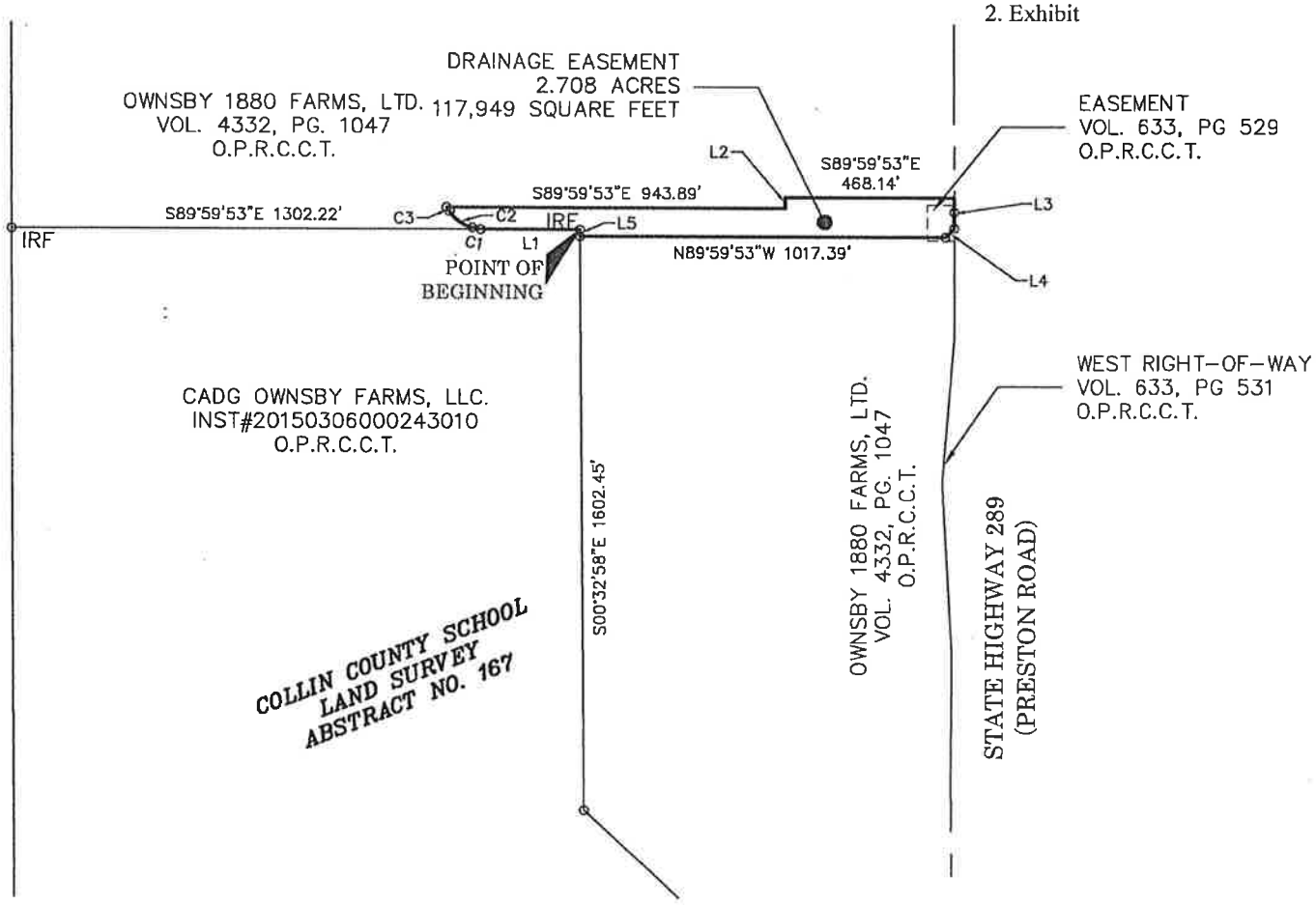
Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description
2. Exhibit



"Integral parts of this document"
1. Description
2. Exhibit



Line Table		
Line #	Length	Direction
L1	275.81'	N89°59'53"W
L2	30.00'	N00°00'07"E
L3	85.00'	S00°24'27"E
L4	35.23'	S44°47'50"W
L5	18.72'	N00°32'58"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Distance
C1	23.89'	1055.00'	1°17'50"	N77°41'28"W	23.89'
C2	78.52'	100.00'	44°59'10"	N54°32'58"W	76.51'
C3	14.73'	93.00'	9°04'24"	N36°35'35"W	14.71'

STATE OF TEXAS
REGISTERED
TODD A. BRIDGES
4940
PROFESSIONAL
LAND SURVEYOR

Exhibit "A"

A Variable Width Drainage Easement

Situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250
FORT WORTH, TX 76117 817-562-3350

JOB # CEN14007	DRAWN BY: SRAMSEY	CHECKED BY: TBRIDGES	DATE: 9/26/2017	PAGE # 2 OF 2

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Copyright © 2017 Peloton Land Solutions, Inc.

Description of a Variable Width
Temporary Construction

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 Northwest 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 S 89° 59' 53" E, 1,578.03 feet;

THENCE N 00° 28' 06" W, 30.00 feet to the **POINT OF BEGINNING**;

THENCE N 00° 28' 06" W, 66.01 feet;

THENCE S 89° 59' 53" E, 128.18 feet;

THENCE S 00° 28' 06" E, 46.01 feet;

THENCE S 89° 59' 53" E, 874.75 feet;

THENCE N 00° 28' 06" W, 91.28 feet;

THENCE S 89° 59' 53" E, 1,617.69 feet to the west right-of-way line of State Highway 289, also known as Preston Road (a variable width right of way) as described in Volume 633, Page 531 of said Official Public Records;

THENCE S 00° 24' 27" E, 50.00 feet with said west right-of-way line;

THENCE N 89° 59' 53" W, 468.14 feet departing said west right-of-way line;

THENCE S 00° 00' 07" E, 30.00 feet;

THENCE N 89° 59' 53" W, 943.89 feet to the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 151.91 feet, through a central angle of 93° 35' 24", having a radius of 93.00 feet, the long chord which bears N 87° 55' 29" W, 135.58 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 97.57 feet, through a central angle of 44° 43' 19", having a radius of 125.00 feet, the long chord which bears S 67° 38' 28" W, 95.11 feet;

THENCE N 89° 59' 53" W, 984.58 feet to the **POINT OF BEGINNING** and containing 139,430 square feet or 3.201 acres of land, more or less.

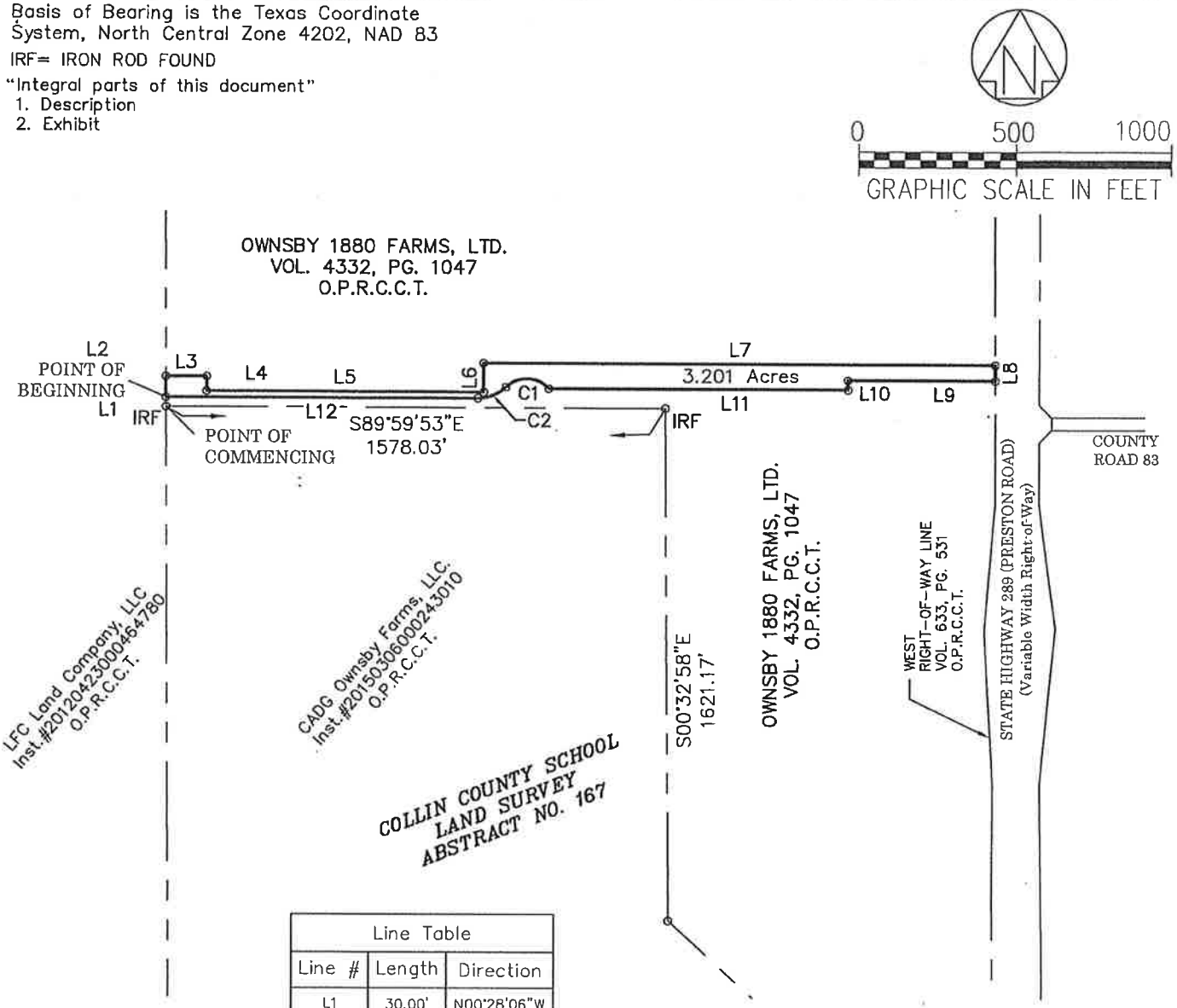
"Integral parts of this document"
1. Description
2. Exhibit

TBPLS Firm Reg No. 10177700

Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description
2. Exhibit



Line Table		
Line #	Length	Direction
L1	30.00'	N00°28'06"W
L2	66.01'	N00°28'06"W
L3	128.18'	S89°59'53"E
L4	46.01'	S00°28'06"E
L5	874.75'	S89°59'53"E
L6	91.28'	N00°28'06"W
L7	1617.69'	S89°59'53"E
L8	50.00'	S00°24'27"E
L9	468.14'	N89°59'53"W
L10	30.00'	S00°00'07"W
L11	943.89'	N89°59'53"W
L12	984.58'	N89°59'53"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Distance
C1	151.91'	93.00'	93°35'24"	N87°55'29"W	135.58'
C2	97.57'	125.00'	44°43'19"	S67°38'28"W	95.11'

STATE OF TEXAS
REGISTERED
TODD A. BRIDGES
4940
PROFESSIONAL
LAND SURVEYOR

9-26-17

Exhibit "A"

Variable Width Temporary Construction Easement

Situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250
FORT WORTH, TX 76117 817-562-3350

JOB # CEN14007	DRAWN BY: SRAMSEY	CHECKED BY: TBRIDGES	DATE: 9/22/2017	PAGE # 2 OF 2

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/25/2018 03:44:33 PM
$66.00 CJAMAL
20180125000102490

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 117,949 square foot tract of land in Collin County, Texas, more particularly described 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 in **Exhibit "B"** that is adjacent to the Easement Property (the "Temporary Construction Easement") for the purpose of

installing the improvements on the Easement Property, which Temporary Construction Easement shall terminate on January 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 January 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 January 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.

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

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*]

EXECUTED this 18th day of January, 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 18th day of January, 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.

ANNA KRISTEN HUSSEY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 131329720

Notary Public, State of Texas

GRANTEE:

City of Celina

By: _____

Title: City Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 24 day of January, 2018, by Jason Laumer, City Manager of the City of Celina, on behalf of said municipality.

Vicki J. Faulkner
Notary Public, State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Description of a Variable Width
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;

BEGINNING 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, 1578.03 feet;

THENCE N 89° 59' 53" W, 275.81 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 23.89 feet, through a central angle of 01° 17' 50", having a radius of 1055.00 feet, the long chord which bears N 77° 41' 28" W, 23.89 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 78.52 feet, through a central angle of 44° 59' 10", having a radius of 100.00 feet, the long chord which bears N 54° 32' 58" W, 76.51 feet to the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 14.73 feet, through a central angle of 09° 04' 24", having a radius of 93.00 feet, the long chord which bears N 36° 35' 35" W, 14.71 feet;

THENCE S 89° 59' 53" E, 943.89 feet;

THENCE N 00° 00' 07" E, 30.00 feet;

THENCE S 89° 59' 53" E, 468.14 feet to the west right-of-way line of State Highway 289, also known as Preston Road (a variable width right of way) as described in Volume 633, Page 531 of said Official Public Records;

THENCE S 00° 24' 27" E, 85.00 feet with said west right-of-way line;

THENCE S 44° 47' 50" W, 35.23 feet departing said west right-of-way line;

THENCE N 89° 59' 53" W, 1017.39 feet;

THENCE N 00° 32' 58" W, 18.72 feet to the **POINT OF BEGINNING** and containing 117,949 square feet or 2.708 acres of land, more or less.

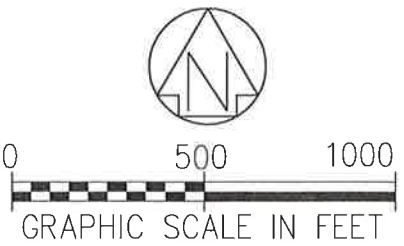
"Integral parts of this document"
1. Description
2. Exhibit

TBPLS Firm Reg No. 10177700

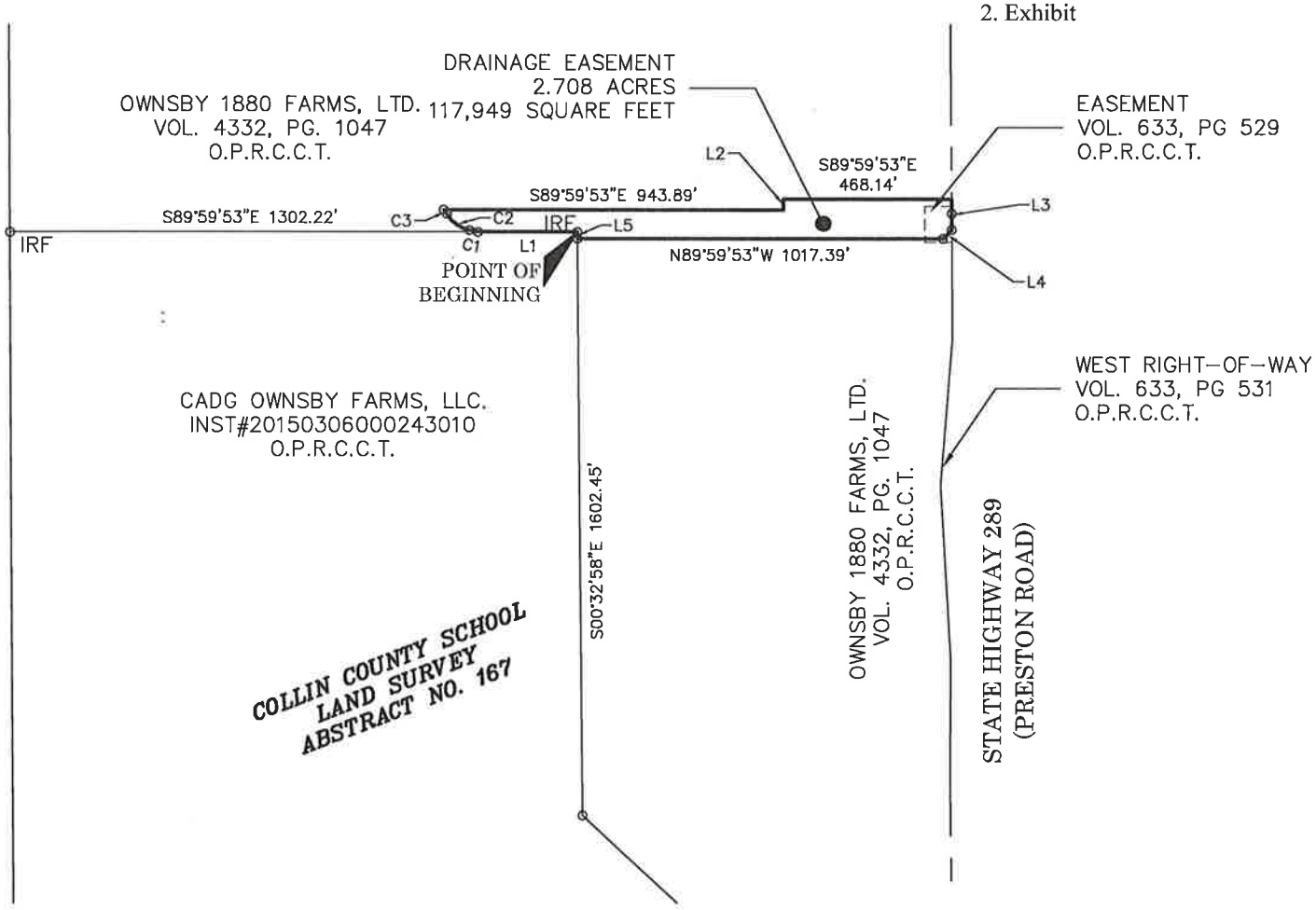
Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF≙ IRON ROD FOUND

"Integral parts of this document"
1. Description
2. Exhibit



"Integral parts of this document"
1. Description
2. Exhibit



Line Table		
Line #	Length	Direction
L1	275.81'	N89°59'53"W
L2	30.00'	N00°00'07"E
L3	85.00'	S00°24'27"E
L4	35.23'	S44°47'50"W
L5	18.72'	N00°32'58"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Distance
C1	23.89'	1055.00'	1°17'50"	N77°41'28"W	23.89'
C2	78.52'	100.00'	44°59'10"	N54°32'58"W	76.51'
C3	14.73'	93.00'	9°04'24"	N36°35'35"W	14.71'

STATE OF TEXAS
REGISTERED
TODD A. BRIDGES
4940
PROFESSIONAL
LAND SURVEYOR

9-26-17

Exhibit "A"

A Variable Width Drainage Easement

Situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250
FORT WORTH, TX 76117 817-562-3350

JOB # CEN14007	DRAWN BY: SRAMSEY	CHECKED BY: TBRIDGES	DATE: 9/26/2017	PAGE # 2 OF 2

J:\Job\CEN14007_Ownsby_Farms\Sur\Easements\CEN14007_EA3.dwg 9/26/2017 2:12 PM

Copyright © 2017 Peloton Land Solutions, Inc.

Description of a Variable Width
Temporary Construction

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 Northwest 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 S 89° 59' 53" E, 1,578.03 feet;

THENCE N 00° 28' 06" W, 30.00 feet to the **POINT OF BEGINNING**;

THENCE N 00° 28' 06" W, 66.01 feet;

THENCE S 89° 59' 53" E, 128.18 feet;

THENCE S 00° 28' 06" E, 46.01 feet;

THENCE S 89° 59' 53" E, 874.75 feet;

THENCE N 00° 28' 06" W, 91.28 feet;

THENCE S 89° 59' 53" E, 1,617.69 feet to the west right-of-way line of State Highway 289, also known as Preston Road (a variable width right of way) as described in Volume 633, Page 531 of said Official Public Records;

THENCE S 00° 24' 27" E, 50.00 feet with said west right-of-way line;

THENCE N 89° 59' 53" W, 468.14 feet departing said west right-of-way line;

THENCE S 00° 00' 07" E, 30.00 feet;

THENCE N 89° 59' 53" W, 943.89 feet to the beginning of a curve to the left;

THENCE with said curve to the left an arc distance of 151.91 feet, through a central angle of 93° 35' 24", having a radius of 93.00 feet, the long chord which bears N 87° 55' 29" W, 135.58 feet to the beginning of a curve to the right;

THENCE with said curve to the right an arc distance of 97.57 feet, through a central angle of 44° 43' 19", having a radius of 125.00 feet, the long chord which bears S 67° 38' 28" W, 95.11 feet;

THENCE N 89° 59' 53" W, 984.58 feet to the **POINT OF BEGINNING** and containing 139,430 square feet or 3.201 acres of land, more or less.

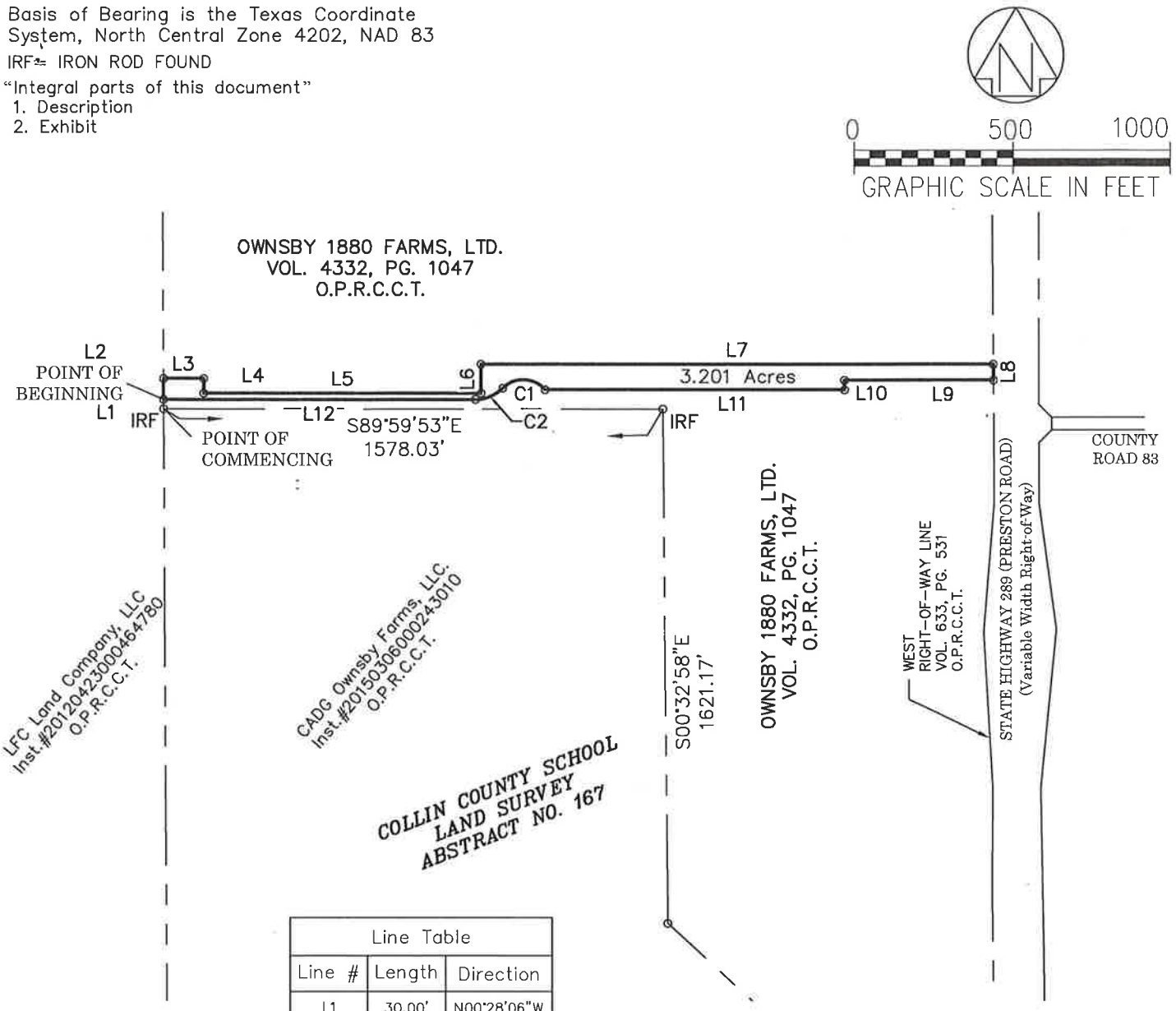
"Integral parts of this document"
1. Description
2. Exhibit

TBPLS Firm Reg No. 10177700

Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83

IRF= IRON ROD FOUND

"Integral parts of this document"
1. Description
2. Exhibit



Line Table		
Line #	Length	Direction
L1	30.00'	N00°28'06"W
L2	66.01'	N00°28'06"W
L3	128.18'	S89°59'53"E
L4	46.01'	S00°28'06"E
L5	874.75'	S89°59'53"E
L6	91.28'	N00°28'06"W
L7	1617.69'	S89°59'53"E
L8	50.00'	S00°24'27"E
L9	468.14'	N89°59'53"W
L10	30.00'	S00°00'07"W
L11	943.89'	N89°59'53"W
L12	984.58'	N89°59'53"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Distance
C1	151.91'	93.00'	93°35'24"	N87°55'29"W	135.58'
C2	97.57'	125.00'	44°43'19"	S67°38'28"W	95.11'

STATE OF TEXAS
REGISTERED
TODD A. BRIDGES
4940
PROFESSIONAL
LAND SURVEYOR

9-26-17

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Exhibit "A"

Variable Width Temporary Construction Easement

Situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas

PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250
FORT WORTH, TX 76117 817-562-3350

JOB # CEN14007	DRAWN BY: SRAMSEY	CHECKED BY: TBRIDGES	DATE: 9/22/2017	PAGE # 2 OF 2

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Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $140,000.00. (Glasgow)

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

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

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Add serv.Amendment 3_On-Call_Drainage_Services

Financial Consideration:

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

Staff Recommendation:
Staff recommends awarding the amendment as presented.

PROFESSIONAL SERVICES ON-CALL HYDRAULIC AND HYDROLOGIC REVIEW

October 14th, 2025

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

BACKGROUND

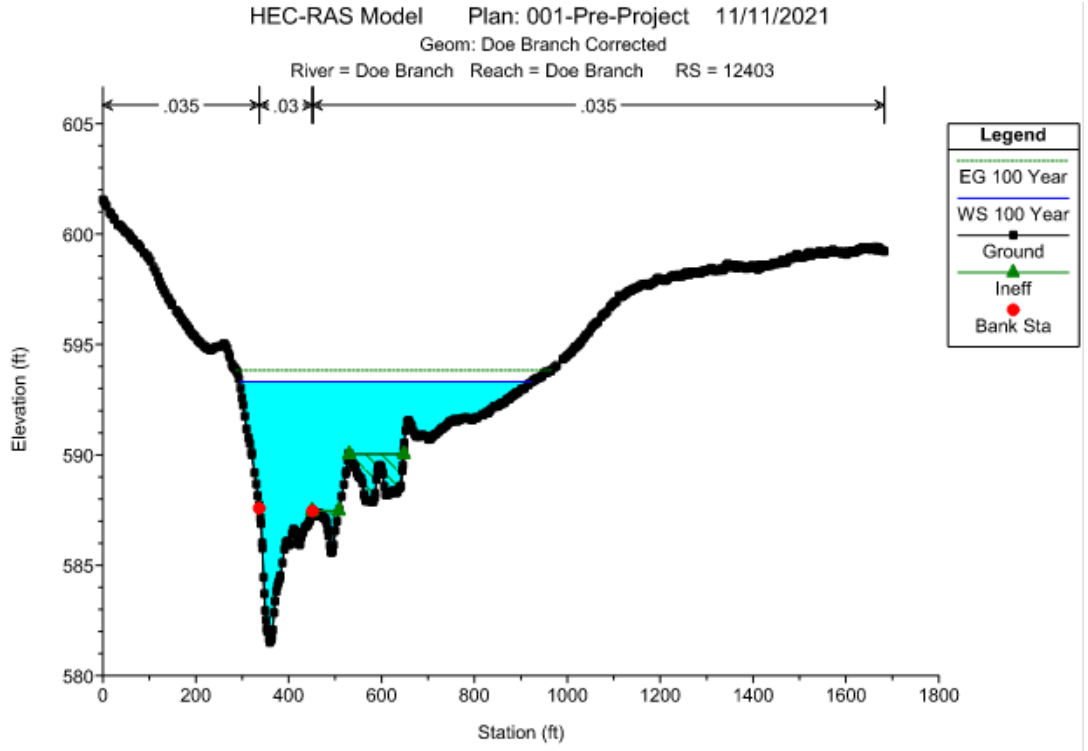
- Freese & Nichols, Inc (FNI) has an executed Master Services Agreement to provide drainage reviews.
- Developments are required to submit Hydraulic and Hydrologic (H&H) studies that meet the requirements of the City's design standards.
- Fiscal year 2025 on-call task order of $45,000.00 issued to FNI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

DESIGN AMENDMENT

- FNI has completed reviews that have expended the task order amount.
- An additional $75,000 was added with Amendment 2.
- An additional $140,000 is being added to the task order to continue the reviews of the H&H studies as they are submitted.
- **These fees are being reimbursed by the developer prior to resubmittal of each study and prior to issuing approval of the studies.**

H&H STUDIES

- Completed using HEC-HMS and HEC-RAS



RIVER: Doe Branch
REACH: Doe Branch RS: 12403

INPUT
Description:
Station Elevation Data num= 492

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

QUESTIONS?

AMENDMENT TO CONTRACT

On-Call Professional Drainage Engineering Services

Amendment 3

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

AGREEMENT

Amendment 3 revises the total contract amount as indicated below:

a. Current contract amount: $180,000
b. Amount of this Amendment: $140,000
c. Revised Total Amount Authorized: $320,000

AMENDMENT

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

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

CITY OF CELINA	**FREESE AND NICHOLS, INC.**
Printed Name & Title	Scott Hubley, Vice-President, Principal Printed Name & Title
Date	09/17/2025 Date

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina authorizing the City Manager to sign a crossing surface installation agreement by and between the City of Celina and BNSF Railway Company for the widening of County Road 53 across the BNSF right-of-way. (Glasgow)

Background Information:
In 2021, City staff initiated a discussion with BNSF to discuss the criteria for the rehabilitation of the railroad crossings at County Road (CR) 53. In March 2022, the City of Celina and BNSF reached a concurrence on the design of the crossings. There would be two (2) 32-foot panels to accommodate the widening of the road. The required crossing improvements will be completed by BNSF. BNSF will work with city staff to coordinate these improvements with the reconstruction of the adjacent roadway. CR 53 is projected for letting in FY 2028 as a city reconstruction project to improve the road to a reinforced concrete surface. BNSF will install the new concrete panels at the crossing to tie in asphalt between the panels and align with the existing asphalt or new concrete roadway. This "Crossing Surface Installation Agreement" will authorize the city to pay for 80% of the actual cost of the improvements, and BNSF will complete the construction with its crews. The estimated total cost is $229,962.00, with the City's portion being approximately $183,968.00.

This railroad crossing improvement is part of the reconstruction of CR 53 from Doe Creek to Railroad, which is identified in the five-year capital improvement project. This agreement will start the process. Final payment for this project will occur when BNSF sends the City of Celina a project invoice. This process typically takes two to three years to complete.

Legal Review:
The City Attorney has reviewed the proposed Resolution for compliance with state law.

Supporting Documents:

1. Staff Presentation
2. Location Map
3. BNSF_ Crossing Agreement 20431194

Financial Consideration:

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

Staff Recommendation:

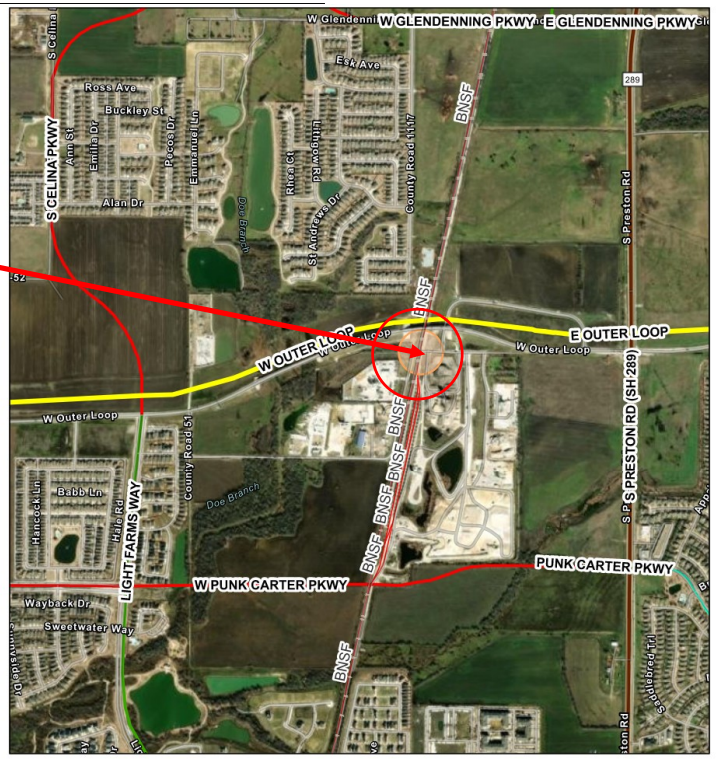
Staff recommends approval.

COUNTY ROAD 53 RAILROAD GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

September 9, 2025

LOCATION MAP

CR 53



8/27/2025, 10:10:10 AM

1:16,554

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Railroad

Thoroughfare Plan

2LC 60' - 80' ROW***

4LD 90' - 100' ROW*

6LD 120' ROW*

6LD 140' ROW*

Outer Loop 500' ROW

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

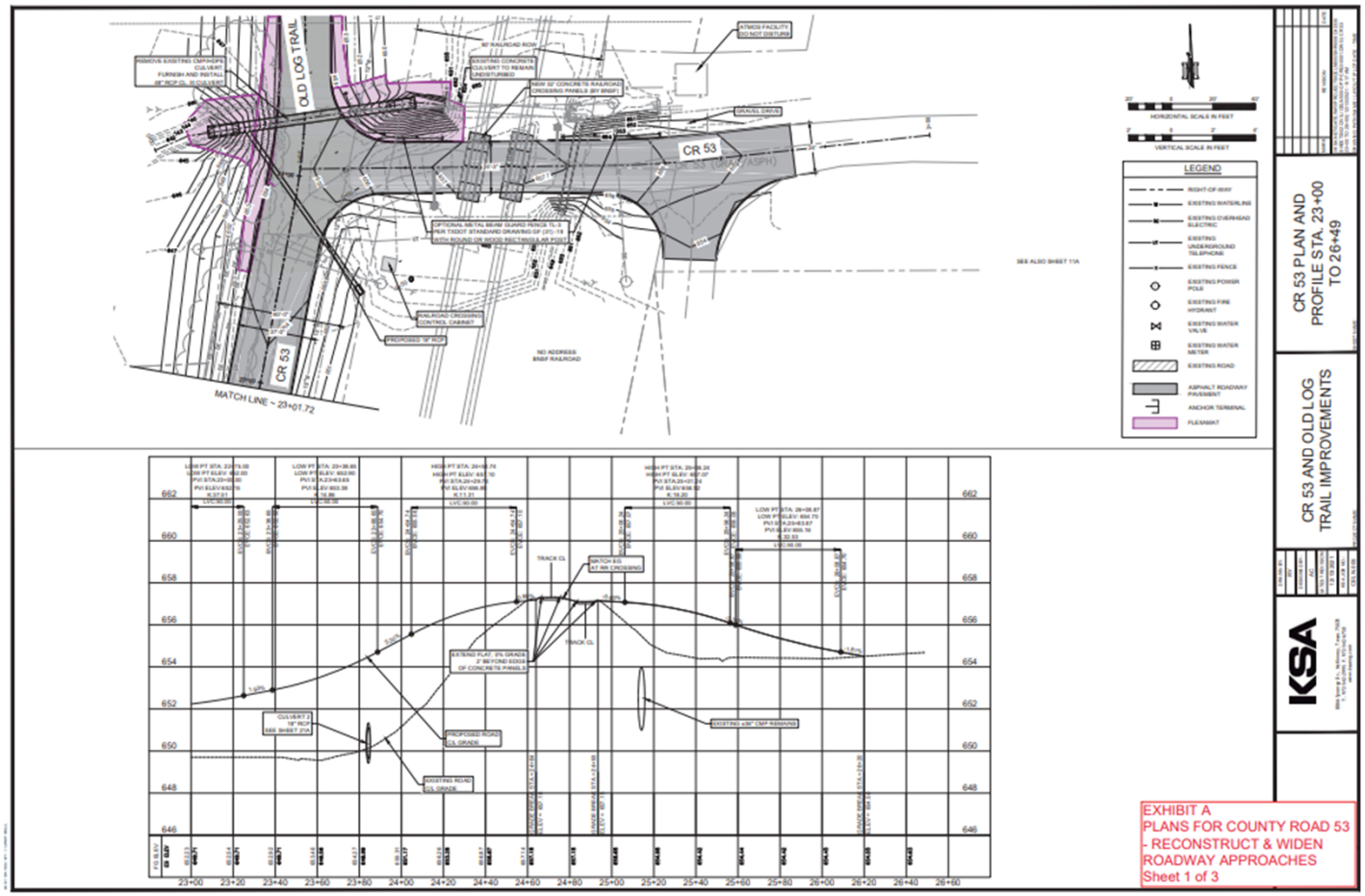
FACTS

A. Project Description: Agreement with BNSF for construction of two (2)- 32' wide adequate for the vehicular driving lanes of CR 53

B. Action requested: Approval of agreement with BNSF for the city to fund the improvements

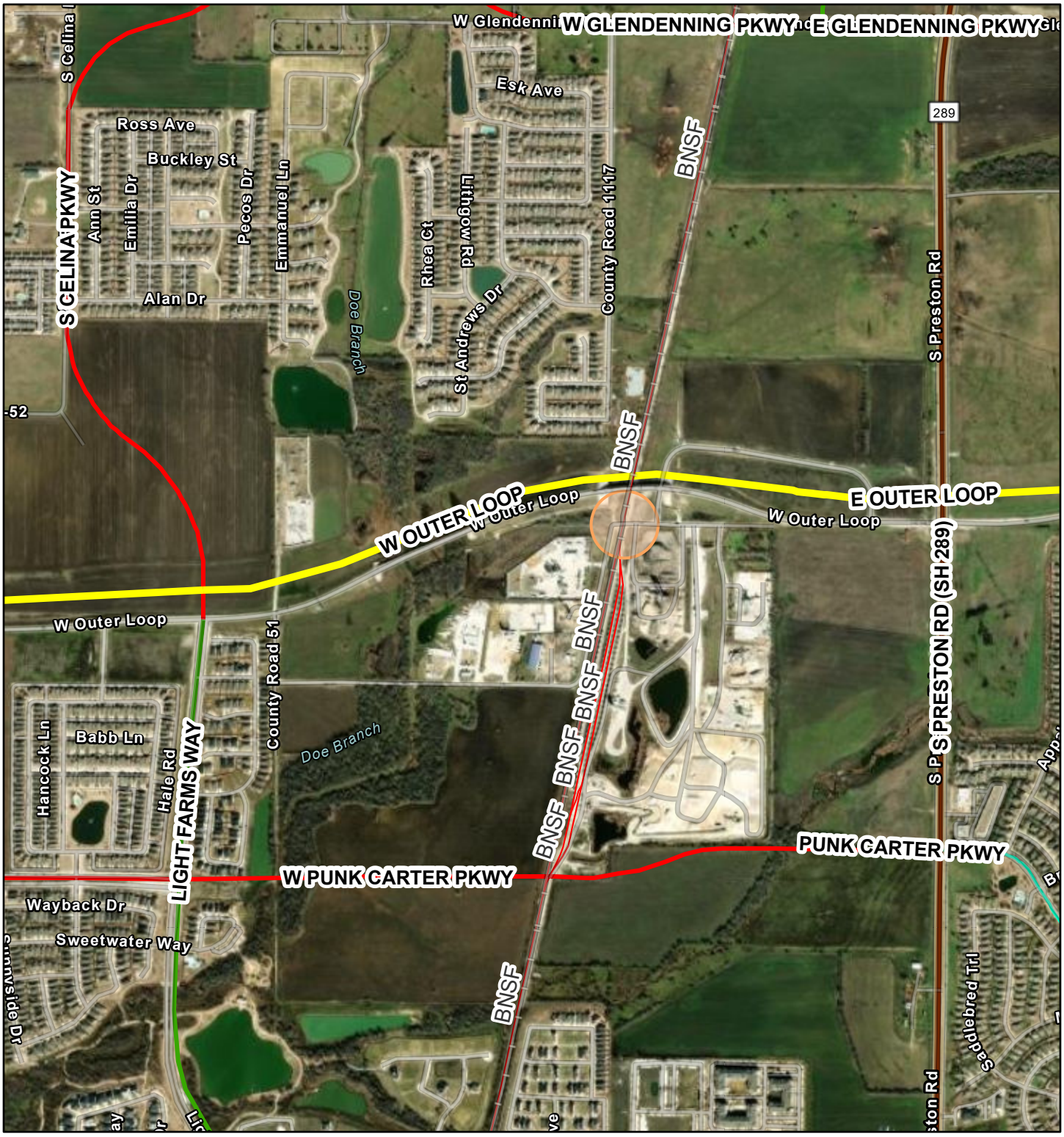
C. Total cost: $ 183,968

PLAN


OLD LOG TRAIL
CR 53
MATCH LINE ~ 23+01.72
LEGEND
CR 53 PLAN AND PROFILE STA. 23+00 TO 26+49
CR 53 AND OLD LOG TRAIL IMPROVEMENTS
KSA
EXHIBIT A
PLANS FOR COUNTY ROAD 53
- RECONSTRUCT & WIDEN
ROADWAY APPROACHES
Sheet 1 of 3

QUESTIONS?

ArcGIS Web Map



8/27/2025, 10:10:10 AM

1:16,554

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Railroad

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Outer Loop 500' ROW

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

Contract Number: BF-20431194

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20431194
Mile Post 675.710
Line Segment 1046
U.S. DOT Number 672114S
Madill Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is executed to be effective as of as of the day and year last written below **("Effective Date")**, by and between City of Celina, Texas (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to reconstruct and widen the roadway approaches, requiring the replacement of the existing concrete crossing surface at County Road 53 with new concrete crossing surfaces;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **BNSF Work.** BNSF will install a new concrete crossing surfaces for a width of 2 – 32 feet on the two tracks for the roadway crossing. The new crossing surfaces will adequately cover all vehicular driving lanes at County Road 53. BNSF will perform all necessary track upgrades to accommodate the new crossing surface. The BNSF contact person to coordinate and schedule the work is Roadmaster Ryan Richard at email: Ryan.Richard@bnsf.com and mobile # 254-231-7315.

2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

   A. Design and construction of County Road 53;

B. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

C. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

D. Installation of advance warning signs in accordance with the MUTCD;

E. Provide suitable drainage, both temporary and permanent;

F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;

G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3) Payment; Invoicing. Upon BNSF's receipt of the materials and supplies necessary for the installation of the new crossing surface, BNSF will send AGENCY an invoice detailing the total amount owed by AGENCY for the new crossing surface.

AGENCY agrees to pay BNSF 80% of the ACTUAL COST for the new crossing surfaces. AGENCY shall pay the final invoice within 30 days of receipt. AGENCY's ESTIMATED total cost for the new crossing surface is shown on the Exhibit B.

4) Maintenance of the Crossing Surface. After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5) Vehicular Traffic during Installation. AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the County Road 53 crossing during installation of the new crossing surfaces.

6) Drainage. The AGENCY agrees to allow BNSF to drain water from the County Road 53 crossing area into existing AGENCY storm sewers, if such storm sewers are

available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7) **Roadway Surfacing Work.** AGENCY agrees to provide, at its own cost and expense, enough asphalt to cover the distance between the roadway surface at County Road 53 and the new crossing surface on both sides of the track as well as the area between the tracks.

8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-l, attached hereto and by reference made a part hereof.

   No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

Contract Number: BF-20431194

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

AGENCY:

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

All invoices for the project will be sent to:
City of Celina
Attn: Kimberly Brawner
Director of Engineering
142 N. Ohio Street
Celina, Texas 75009
Phone: 972-382-2682
Email: KBrawner@celina-tx.gov

Contract Number: BF-20431194

BNSF:

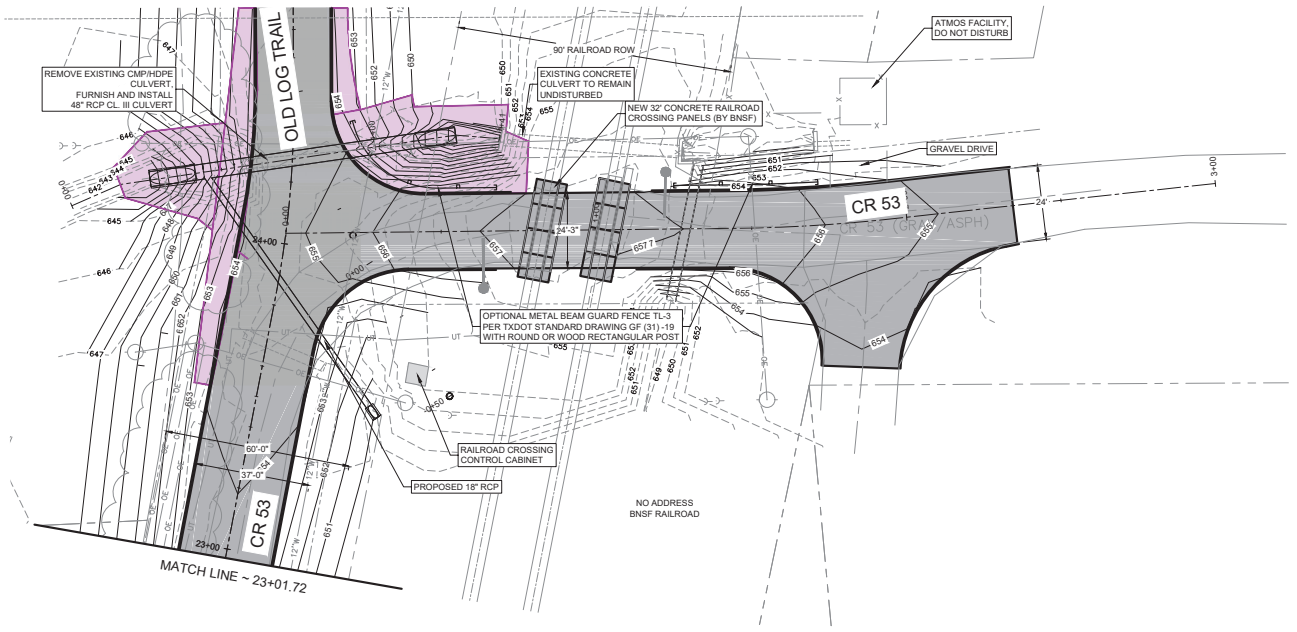
BNSF RAILWAY COMPANY

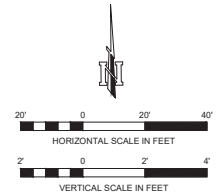
By: _____

Printed Name: Cheryl Townlian

Title: Assistant Director Public Projects

Date: _____





LEGEND

- RIGHT-OF-WAY
- W — EXISTING WATERLINE
- OE — EXISTING OVERHEAD ELECTRIC
- UT — EXISTING UNDERGROUND TELEPHONE
- X — EXISTING FENCE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING ROAD
- ASPHALT ROADWAY PAVEMENT
- ANCHOR TERMINAL
- FLEXAMAT

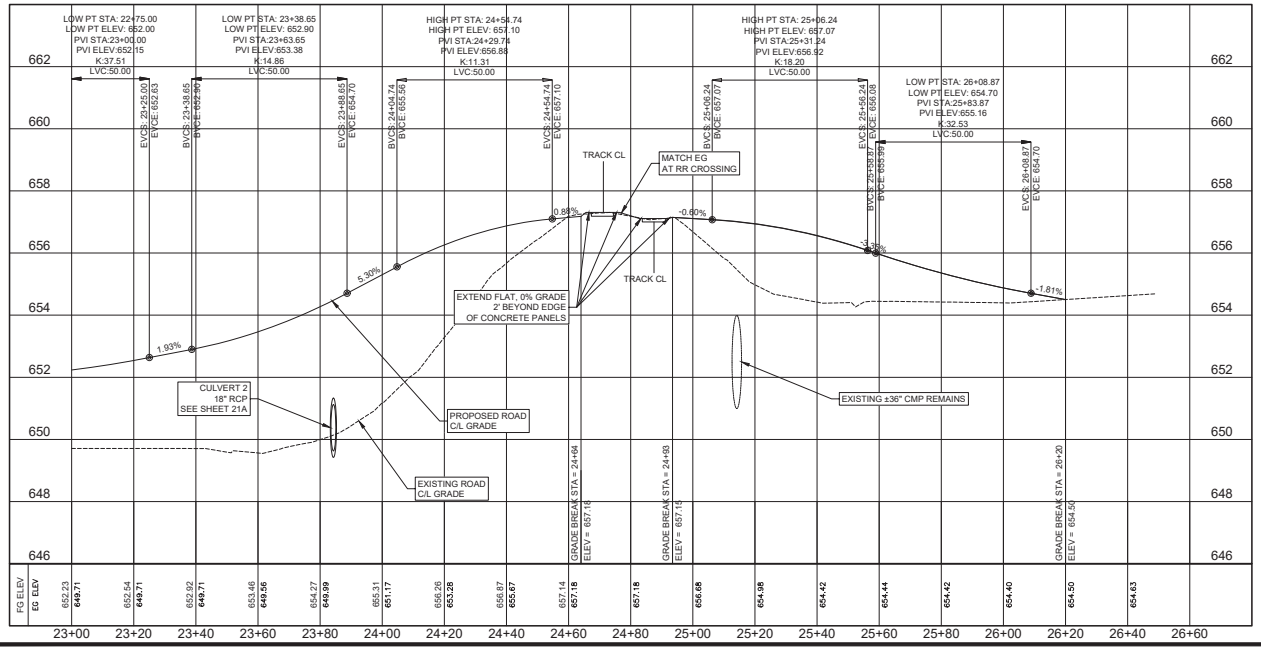


EXHIBIT A
PLANS FOR COUNTY ROAD 53 - RECONSTRUCT & WIDEN ROADWAY APPROACHES
Sheet 1 of 3

CR 53 PLAN AND PROFILE STA. 23+00 TO 26+49

CR 53 AND OLD LOG TRAIL IMPROVEMENTS

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION: 12/13/2021
KSA JOB NO.: CEL N 005

KSA
8868 Synergy Dr., McKinney, Texas 75070
t: 972.335.1611 f: 972.542.6950
www.ksaeng.com

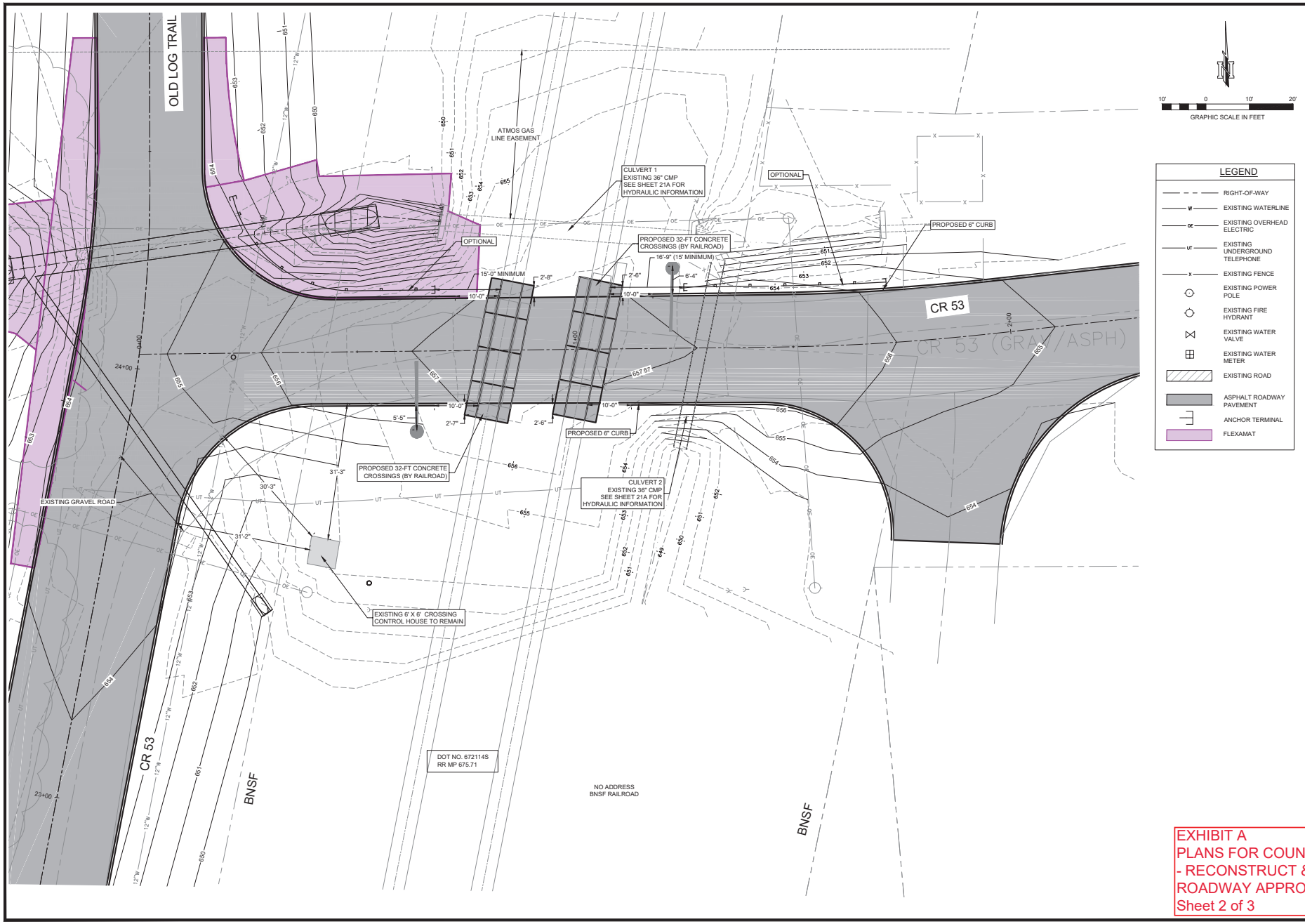


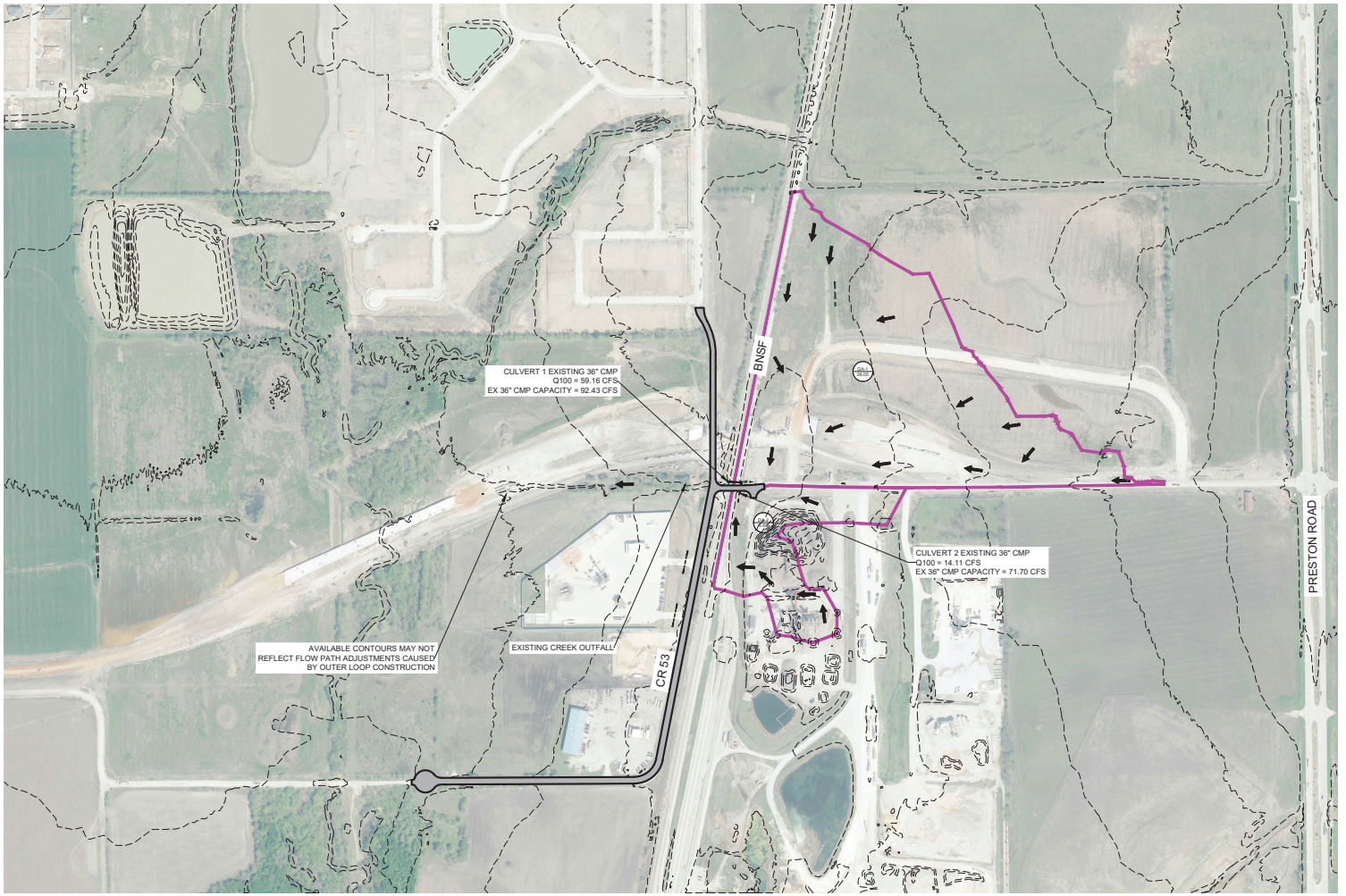
EXHIBIT A
PLANS FOR COUNTY ROAD 53
- RECONSTRUCT & WIDEN
ROADWAY APPROACHES
Sheet 2 of 3

AT GRADE BNSF
CROSSING DOT # 672114S
RR MP 675.71 GEOMETRY

CR 53 AND OLD LOG
TRAIL IMPROVEMENTS

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION 12/13/2021
KSA JOB NO. CEL N 005

KSA
8868 Synergy Dr., McKinney, Texas 75070
t. 972.335.3214 f. 972.335.3779
www.ksaeng.com



Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_2 (in./hr.)	Q_2 (c.f.s.)	I_5 (in./hr.)	Q_5 (c.f.s.)	I_{25} (in./hr.)	Q_{25} (c.f.s.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
DA-1	28.05	0.30	8.42	20.00	3.52	29.62	4.31	36.27	5.78	48.64	7.03	59.16
DA-2	6.69	0.30	2.01	20.00	3.52	7.06	4.31	8.65	5.78	11.60	7.03	14.11

EXHIBIT A
PLANS FOR COUNTY ROAD 53 - RECONSTRUCT & WIDEN ROADWAY APPROACHES
Sheet 3 of 3

DRAINAGE AREA MAP - AT GRADE BNSF CROSSING
DOT # 672114S RR MP 676.71 CULVERTS

CR 53 AND OLD LOG TRAIL IMPROVEMENTS

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION: 9/30/2021
KSA JOB NO.: CEL N 005

DOT NO. 672114S
RR MP 675.71

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT "B"
Railroad SURFACE Estimate for
County Road 53 - DOT 672114S
Revised on 7/8/2025

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CELINA

LOCATION CELINA | DETAILS OF ESTIMATE | PLAN ITEM : 915360000 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - RDW DIV MADILL SUB LS 1046 MP 675.71 - DOT# 672114S - 80% BILLABLE TO CITY OF CELINA

BNSF TO REMOVE EXISTING ROAD CROSSINGS AND INSTALL TWO NEW 32-FT CONCRETE CROSSINGS FOR THE WIDENED ROADWAY AT COUNTY ROAD 53, DOT NO 672114S, IN CELINA, TX.
CITY OF CELINA TO PROVIDE TRAFFIC CONTROL DETOUR AND PAVE ROADWAY APPROACHES.

PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE FIELD WELDS - CAP	288.0	MH	12,012	
REMOVE PUBLIC CROSSING	66.13	MH	2,602	
REMOVE TRACK	12.15	MH	540	
REPLACE PUBLIC CROSSING - TOTAL REHAB	64.0	MH	2,518	
REPLACE TRACK PANELS - CAP	26.7	MH	1,051	
SURFACE TRACK - REPLACEMENT - CAP	48.0	MH	1,961	
UNLOAD BALLAST - REPLACEMENT - CAP	13.0	MH	512	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	32.0	MH	1,259	
UNLOAD TRACK PANELS - REPLACEMENT	13.3	MH	524	
PAYROLL ASSOCIATED COSTS			14,583	
DA OVERHEADS			27,130	
EQUIPMENT EXPENSES			22,803	
INSURANCE EXPENSES			4,550	
TOTAL LABOR COST			92,045	92,045
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	224.0	NT **	3,555	
PANEL,TRACK;80FT;136LB;SC;10FT;PANDROL	2.0	EA **	32,608	
RAIL, TRANS,136N;132W; 40 FT; UNVRSL	8.0	EA	9,848	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	144.0	EA **	431	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,312	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	32.0	FT **	5,964	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	32.0	FT **	5,964	
XING CONC RAMP 136LB COMPLETE SET	2.0	ST **	698	
MATERIAL HANDLING			3,015	
ONLINE TRANSPORTATION			3,472	
USE TAX			4,852	
OFFLINE TRANSPORTATION			713	
TOTAL MATERIAL COST			72,432	72,432
**********				
OTHER				
**********				
ASPHALT UNDER CROSSING	288.0	NT	44,928	
TOTAL OTHER ITEMS COST			44,928	44,928
PROJECT SUBTOTAL				209,405
CONTINGENCIES				18,280
BILL PREPARATION FEE				2,277
GROSS PROJECT COST				229,962
LESS COST PAID BY BNSF				45,994
TOTAL BILLABLE COST				183,968

Contract Number: _____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of reconstruction and widening of the roadway approaches, including new concrete shoulder curbing located 5'-3" min. from centerline of existing railroad crossing signals/foundations, at County Road 53 – DOT No. 672114S, located at railroad milepost 675.710 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas in Collin County.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Kimberly Brawner
City of Celina
Director of Engineering
142 N. Ohio Street
Celina, TX 75009
Email: KBrawner@celina-tx.gov

E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

F. The Contractor must notify Kimberly Brawner (City of Celina) at telephone number 972-382-2682 and E-mail: KBrawner@celina-tx.gov and Railway's Manager Public Projects (Tim Huya) at telephone number 817-352-2902 and E-mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file: BNSF Contract No. BF- , DOT No. 672114S – County Road 53 in Celina, TX.

G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor

must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer (Andrea Haisten) at Mobile number 913-293-9907 and E-mail: Andrea.Haisten@bnsf.com and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Celina** and must not be undertaken until approved in writing by the Railway, and until the **City of Celina** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Celina** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and

other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on-track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.erailsafe.com**, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized

identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (_____)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

iv) The average train traffic on this route is 12 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains at a timetable speed of n/a MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop

and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE

CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representatives (interim Roadmaster Eliud Acevedo, Eliud.Acevedo@bnsf.com, mobile # 817-652-0166 and Signal Supervisor Andy Bass, Andy.Bass@bnsf.com, mobile # 817-881-3609).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If

the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.

F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.

G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).

B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the

impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency

Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

Contract Number: _____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

_____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: _____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT…." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: _____

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: DOT No. 672114S

Agency Project: County Road 53 – reconstruct & widen approaches in Celina, TX

_____ (hereinafter called "Contractor"), has entered into an agreement with City of Celina, Texas (hereinafter called "Agreement") for the performance of certain work in connection with the following project: reconstruction and widening of the roadway approaches, including new concrete shoulder curbing located 5'-3" min. from centerline of existing railroad crossing signals/foundations, at County Road 53 – DOT No. 672114S, located at railroad milepost 675.710 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Celina, Texas in Collin County. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Celina** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees,

and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Contract Number: _____

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried

by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000

by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits.

Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o Vertikalrms
P.O. Box 827
Riverside, CA 92502
Email: BNSF@vertikalrms.com

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway (“Sales Taxes”), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing

documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on

the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.
iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or

hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

Contract Number: _____

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's (interim) Roadmaster **Eliud Acevedo at Eliud.Acevedo@bnsf.com and mobile # 817-652-0166** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

_____
(CONTRACTOR)

Signature:_____

Printed Name: _____

Title: _____

Date:_____

Contact Person: _____

E-mail: _____

Address:_____

City:_____

State: _____ Zip:_____

Phone:_____

On-Site Project
Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____

Contract Number: _____

BNSF RAILWAY COMPANY

Signature:_____

Printed Name: Timothy J. Huya

Title: Manager Public Projects II

Accepted and
Effective 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: October 14, 2025

Agenda Item:
Consider and act upon a Resolution finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied. (Kearney)

Background Information:
This item denies Oncor's rate increase request for customers within the City.

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about $7.90 per month.

On July 8, 2025, City Council approved a Resolution to suspend Oncor's rate request from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

All cities with original jurisdiction will need to take action by October 29, 2025.

Explanation of the "Be It Resolved" Sections of the Resolution:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for the Steering Committee will be notified of the City's action through a copy of the approved and signed resolution.

Legal Review:
This item has been reviewed and approved by legal counsel for the Steering Committee of Cities Served by Oncor.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
This item rejects a rate increase that would apply to residents and the City.

Staff Recommendation:
Staff recommends approval.

ONCOR RATE INCREASE DENIAL

City Council Meeting
October 14, 2025

BACKGROUND

- Oncor filed an application seeking to increase rates
  - 13% revenue increase
  - 12.3% residential rate increase (average $7.90 per month)
  - 51.0% street light rate increase
- City Council suspended the rate increase on July 8, 2025 for 90 days for evaluation
- Steering Committee of Cities Served by Oncor recommends denying the rate increase because it is unreasonable
  - Hired experts to evaluate the request
  - City must take action by October 29, 2025 or the submitted rates will go into effect
  - Oncor may appeal the denial of cities to the Public Utility Commission

STEERING COMMITTEE

- City participates in the Steering Committee of Cities Served by Oncor
- Steering Committee acts on behalf of the City in:
  - Settlement discussions
  - Preparation of a rate ordinance
  - Appeal of a rate ordinance to PUC
  - Appeal of a rate ordinance to court
- Purpose: enhance the negotiating position of cities and efficiency by having a common review and purpose
- Oncor will reimburse Steering Committee for legal and consulting costs related to rate case

NEXT STEPS

- Staff recommends approval of denial
- Oncor may appeal the denial to the PUC
- Staff will track progress
- Additional items will be placed on upcoming Council meetings depending on direction of Steering Committee

QUESTIONS?

RESOLUTION 2025-_____

A RESOLUTION OF THE CITY OF CELINA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Celina, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application.

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

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14TH DAY OF OCTOBER 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

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: October 14, 2025

Agenda Item:
Consider and act upon a Resolution consenting to the annexation of approximately 41 acres of land into the Uptown Municipal Utility District No. 1 of Collin County; generally located at the southeast corner of future Celina Parkway and future O'Brien Drive. (Glen at Uptown – MUD Annexation) (Mohan)

Background Information:
The Uptown Development Agreement was originally approved in January 2021. The Development Agreement allows for the MUD to be expanded, with the City's approval. The applicant is proposing to develop a new single-family neighborhood that would join an existing master planned community (Uptown). The associated annexation and zoning of the 41 acres, generally located at the southeast corner of future Celina Parkway and future O'Brien Drive, were approved at the September 2025 City Council meeting. The applicant has notified the City of their intent to incorporate this development into the existing MUD.

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

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

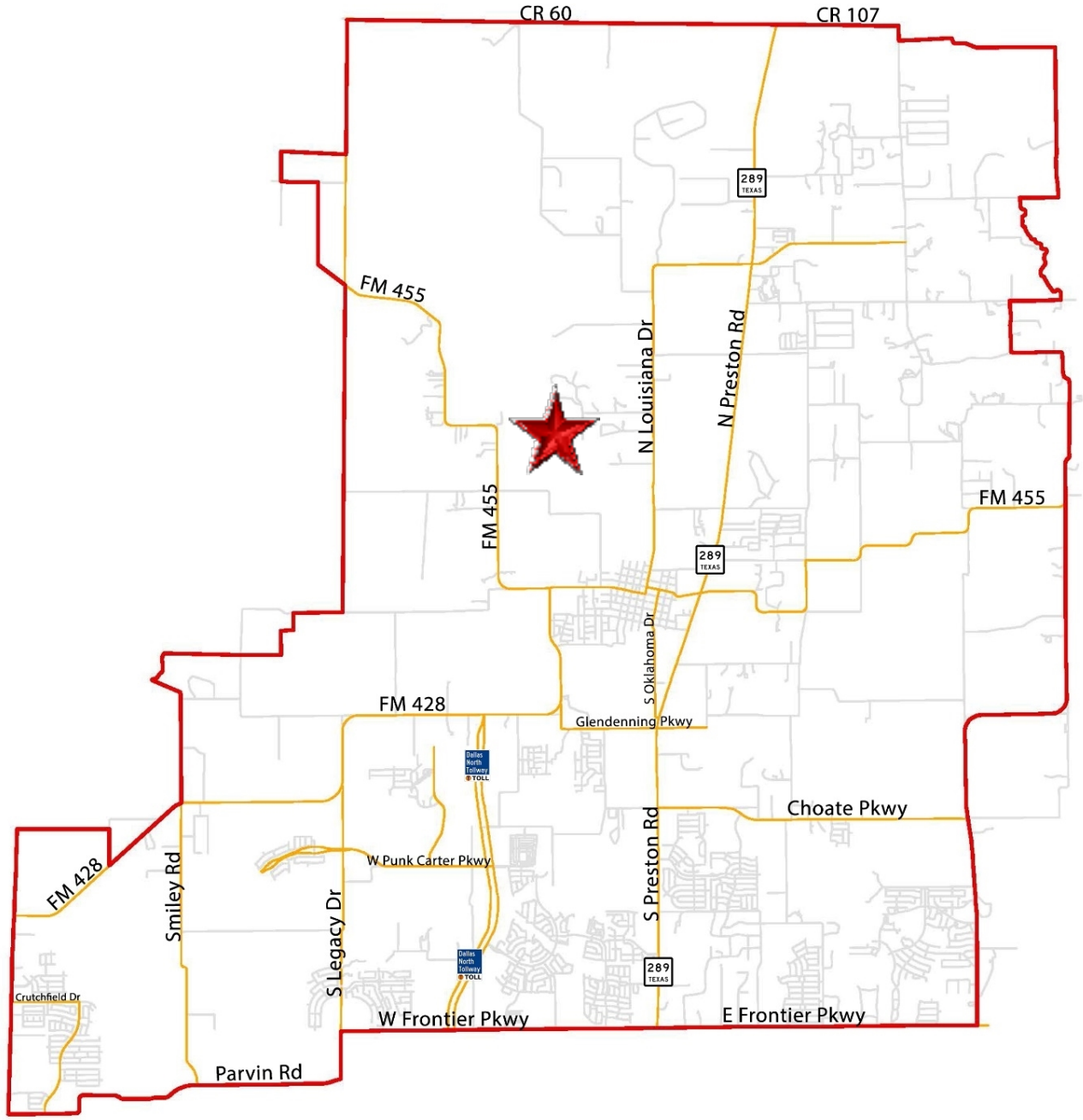
Staff Recommendation:

Staff recommends approval as presented.

GLEN AT UPTOWN

MUD ANNEXATION

City Council Consent
October 14, 2025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CR 107
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TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
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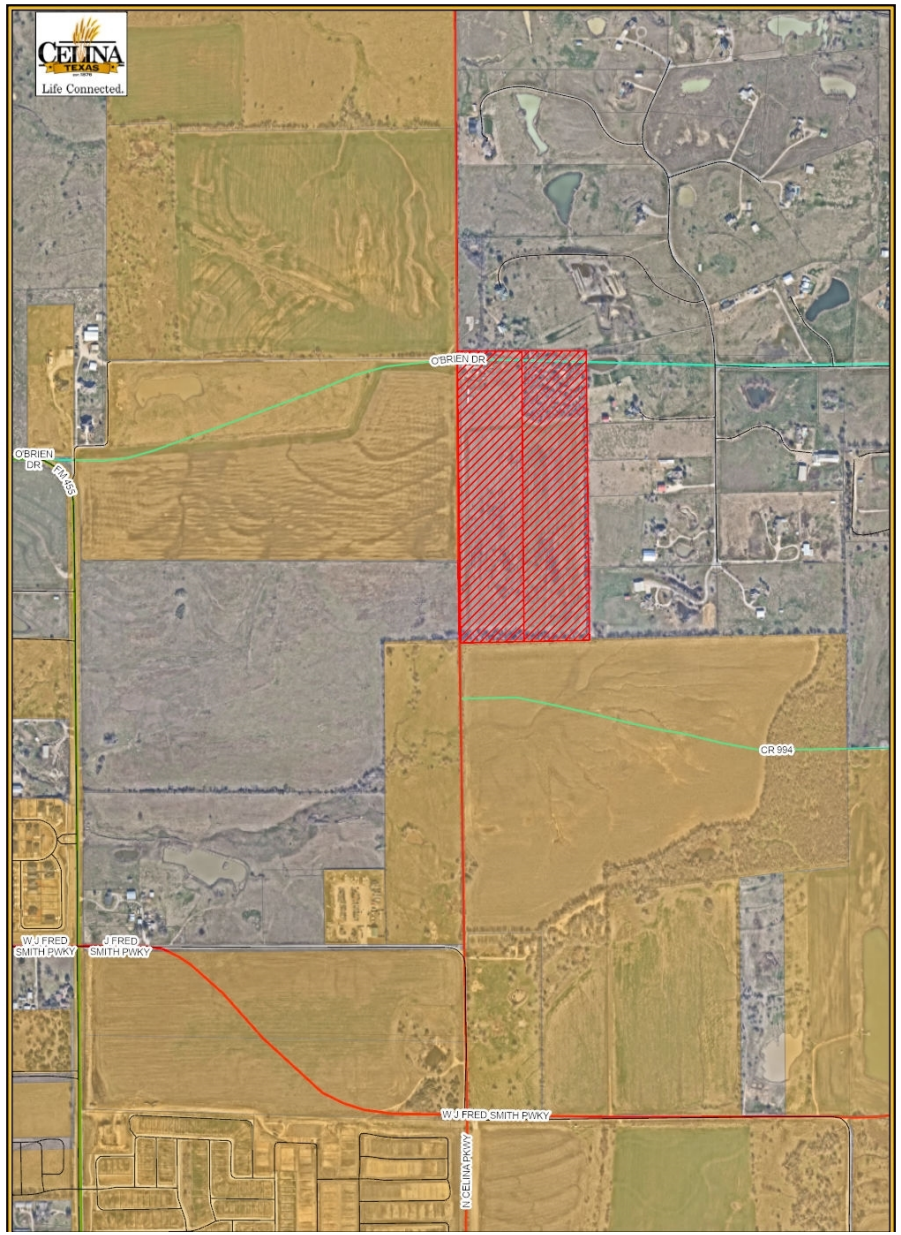
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southeast corner of future Celina Parkway and future O'Brien Drive

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%**

BACKGROUND

- The Uptown Development Agreement was originally approved in January 2021
- The DA allows for the MUD to be expanded, with the City's approval
- The applicant is proposing to develop a new single-family neighborhood that would join an existing master planned community (Uptown)
- The applicant is notifying of their intent to incorporate a 41-acre tract into the existing development
- The item on the agenda includes incorporation into the existing MUD (the associated annexation and zoning were approved at the September 2025 City Council meeting)

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 August 12, 2025, 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 PH Land Holdings, LLC, a Texas limited liability company (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 previously located in the extraterritorial jurisdiction of the City, but has been 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 for all property within the boundaries of 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 reaffirms its consent to the inclusion of all land within the District at the time of creation and to the inclusion of land in the District as altered by annexation and exclusion of land, to include the Property, resulting in a total acreage of approximately 816.44 acres within the boundaries of the District. 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 and which 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 has entered into a 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 A

Petition for Consent

PETITION FOR CONSENT TO ANNEXATION OF LAND
INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

The undersigned, PH Land Holdings, LLC, a Texas limited liability company (the "Petitioner"), being the holder of title to a majority in value of the property described in Exhibit "A" attached hereto (the "Property"), respectfully petitions the City of Celina, Texas (the "City") for its consent to the annexation of the Property into Uptown Municipal Utility District No. 1 of Collin County ("District"). In support of this Petition, the Petitioner would show the following:

I.

The Property sought to be added to the District is described by the metes and bounds descriptions in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Property lies wholly within Collin County, Texas, and wholly within the corporate limits of the City.

III.

The Petitioner is the holder of title to a majority in value of the Property as shown by the Collin County Tax Rolls and conveyances of record.

IV.

The District was organized, created and established pursuant to House Bill No. 4627, 87th Texas Legislature, Regular Session, codified at Chapter 7909A Special District Local Laws Code, effective September 1, 2021, and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District is generally empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of

overflowed lands within the lands to be included within the District; and the construction, installation, maintenance, purchase, and operation of roads and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer, and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer, and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be developed for residential purposes in the foreseeable future.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $12,000,000.00.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Celina, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

RESPECTFULLY SUBMITTED THIS 7 day of August, 2025.

PETITIONER:

PH LAND HOLDINGS, LLC,
a Texas limited liability company

By: Michael C Brisch

Name: Michael C. Brisch

Title: Chief Legal & Administrative Officer

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 7 day of August, 2025, by Michael C. Brisch, Chief Legal & Administrative Officer of PH Land Holdings, LLC, a Texas limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

(NOTARY SEAL)

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.

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: October 14, 2025

Agenda Item:
Consider and act upon a Resolution consenting to the annexation of approximately 54 acres of land into the Serenade Municipal Utility District, generally located at the northeast corner of future Custer Road and future Stallcup Boulevard. (Huffines (Serenade) Expansion – MUD Annexation) (Mohan)

Background Information:
A Development Agreement for Serenade was approved in January 2022. The Development Agreement allowed for an expansion up to 100 acres by right. The applicant has requested to incorporate a 54-acre tract, generally located at the northeast corner of future Custer Road and future Stallcup Boulevard, into the existing MUD, TIRZ, and to ultimately annex and zone the property. This item is related to the incorporation of the development into the existing MUD.

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

Supporting Documents:
1. Staff Presentation
2. Resolution

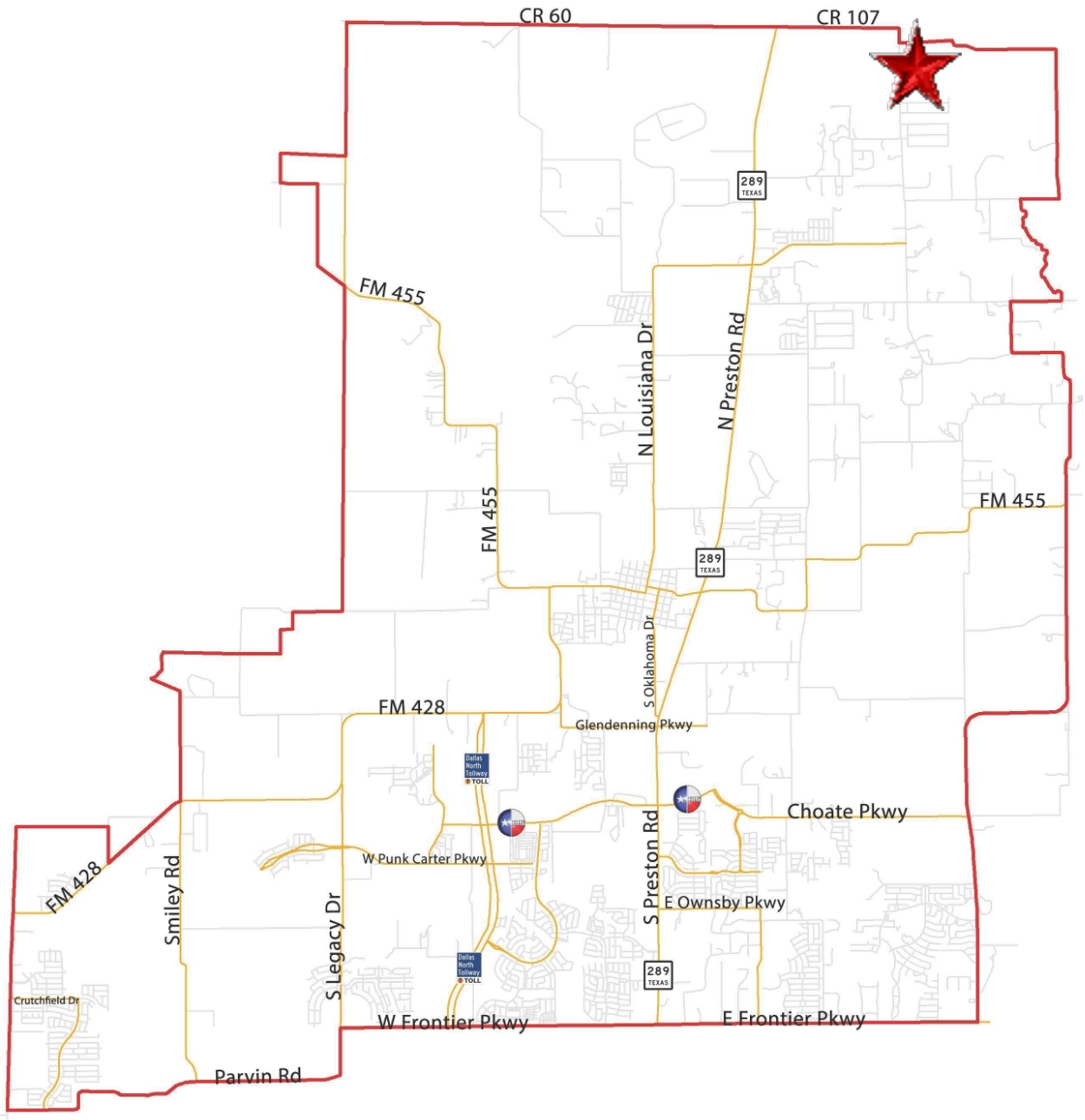
Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

HUFFINES EXPANSION

MUD ANNEXATION

City Council Consent
October 14, 2025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S Oklahoma Dr
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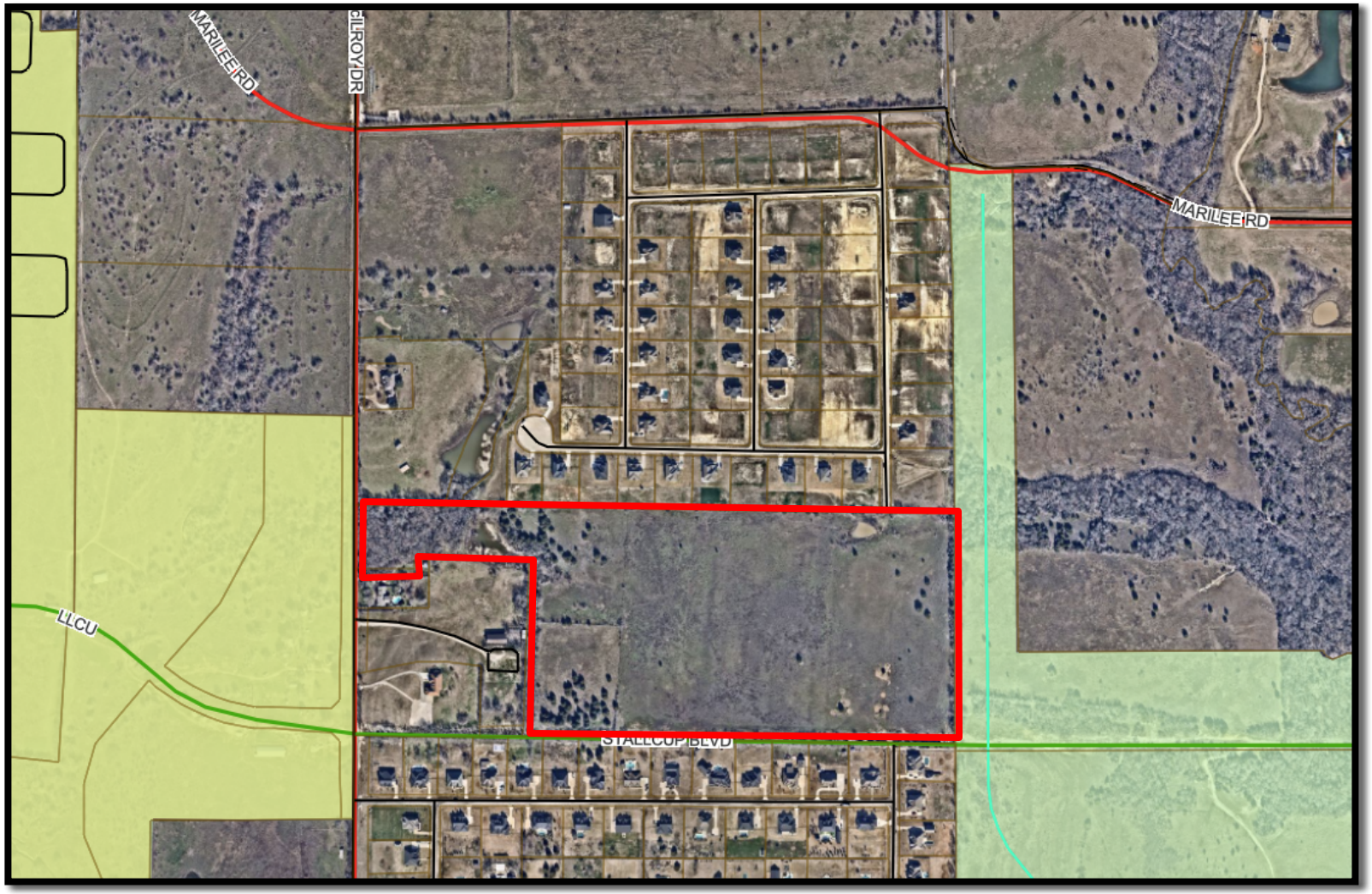
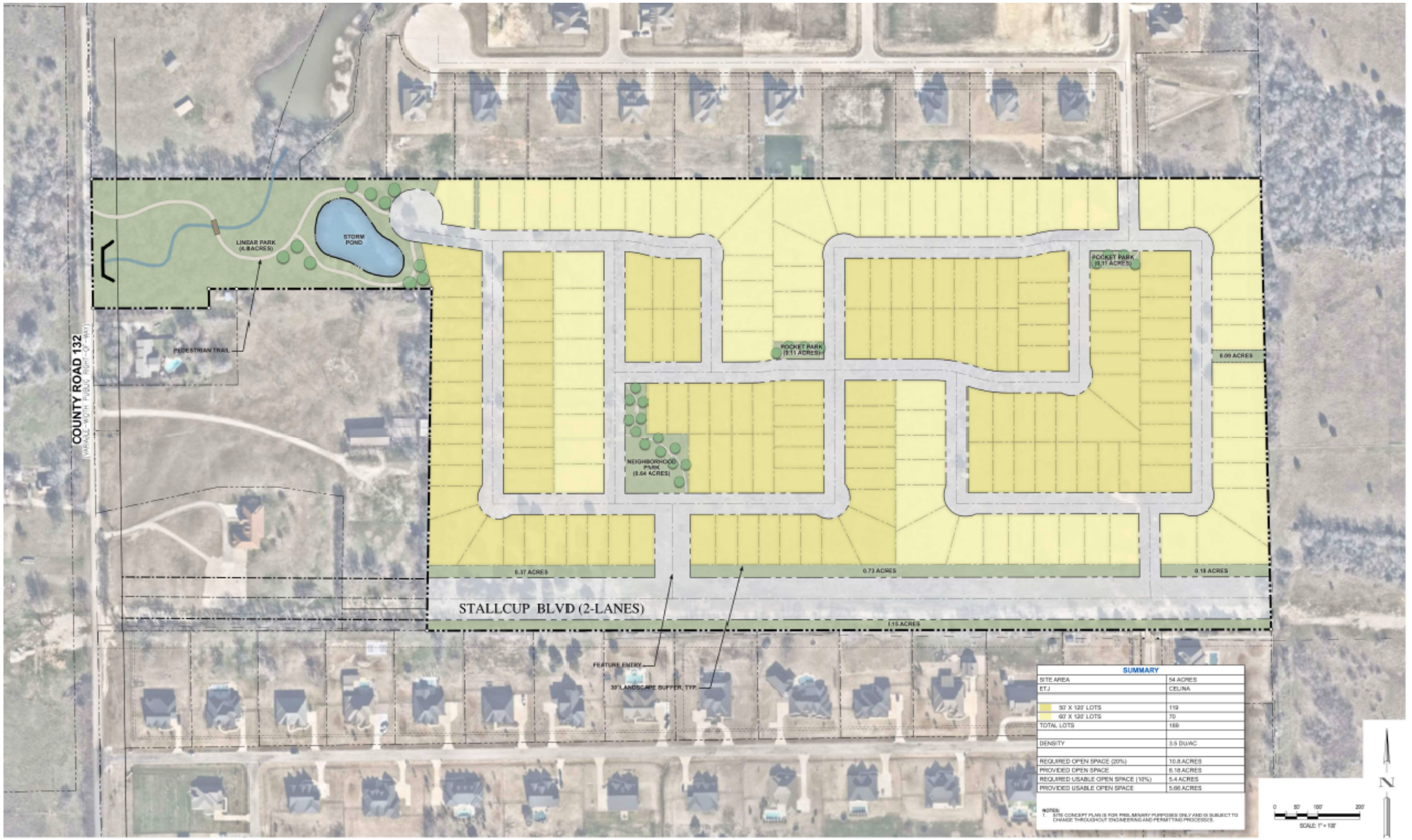
Choate Pkwy
W Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

LOCATION

Serenade
LaUna
Kessler Dr
Palomar Rd
Forest Dr
Oakwood Dr
WildWood Ln
County Road 135
County Road 135
County Road 132
County Road 102
County Road 138

LOCATION




LINEAR PARK
(4.8 ACRES)
STORM
POND
PEDESTRIAN TRAIL
COUNTY ROAD 132
POCKET PARK
(0.11 ACRES)
POCKET PARK
(0.11 ACRES)
NEIGHBORHOOD
PARK
(0.64 ACRES)
6.09 ACRES
0.37 ACRES
0.73 ACRES
0.18 ACRES
STALLCUP BLVD (2-LANES)
1.15 ACRES
FEATURE ENTRY
35' LANDSCAPE BUFFER, TYP.
SUMMARY
SITE AREA 54 ACRES
ETJ CELINA
50' X 120' LOTS 119
60' X 120' LOTS 70
TOTAL LOTS 189
DENSITY 3.5 DU/AC
REQUIRED OPEN SPACE (20%) 10.8 ACRES
PROVIDED OPEN SPACE 6.18 ACRES
REQUIRED USABLE OPEN SPACE (10%) 5.4 ACRES
PROVIDED USABLE OPEN SPACE 5.66 ACRES
NOTES:
1. SITE CONCEPT PLAN IS FOR PRELIMINARY PURPOSES ONLY AND IS SUBJECT TO CHANGE THROUGHOUT ENGINEERING AND PERMITTING PROCESSES.
N
SCALE: 1" = 100'

BACKGROUND

- A Development Agreement for Serenade was approved in January 2022
- The Serenade Development Agreement allowed an expansion up to 100 acres by right
- The applicant is notifying of their intent to incorporate a 54-acre tract into the existing development
- Items on the agenda include incorporation into the existing MUD, TIRZ, and annexation and zoning of the property

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ANNEXATION OF CERTAIN LAND INTO SERENADE MUNICIPAL UTILITY DISTRICT

WHEREAS, the landowners of that certain 53.828-acre tract of land described in Exhibit "A" attached hereto (the "Property") have submitted a Petition for Consent to Annexation of Land into Serenade Municipal Utility District (the "Petition") to the City of Celina, Texas (the "City"), seeking the City's consent to add the Property to Serenade Municipal Utility District (the "District"), the same being located in the corporate limits of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the corporate limits of a city, town or village may not be added to the District without the written consent of such city, town, or village; 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 gives its written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the ____ day of _____, 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashely Owens, City Secretary

EXHIBIT "A"
The Property

The Land referred to herein below is situated in the County of Collin, State of Texas, and is described as follows:

Situated in the County of Collin, State of Texas, being out of the Christopher Nolan Survey, Abstract No. 664, being a part of the 63.9 acre tract of land conveyed by Warranty Deed with Vendor's Lien from Theodora M. Haynes and other to Magnum Estates, LLC on May 26, 1017 and recorded in Instrument No.
20170605000723310, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 3698" in the West line of the Huffines Ranch, LLC 666.163 acre tract of land conveyed in Instrument No. 20201228002323720, said Official Public Records and the East line of said Christopher Nolan Survey, at the Southeast corner of the 83.063 acre tract of land conveyed to Beaten Path Development-Highland Crossing, LLC, recorded in Instrument No. 202001221002288390, said Official Public Records, at the Northeast corner of both said Magnum Estates 63.9 ac. and the herein described tract;

THENCE South 01 deg. 17 min. 04 sec. East, with the East line of both said Magnum Estates 63.9 ac. and the Christopher Nolan Survey and the West line of said Huffines 666.163 ac., a distance of 1,071.07 ft. to a 1/2 inch rebar found at the Northeast corner of Lot 20, Block "E" of Highland Crossing Addition to Collin County, Texas, recorded in Instrument No. 2019-300, Map Records, Collin County, Texas, the Southeast corner of said Magnum Estates 63.9 ac. and the most Eastern Southeast corner of the herein described tract;

THENCE South 89 deg. 55 min. 22 sec. West, along or near the general course of a wire fence, with the North line of said Highland Crossing Addition and the South line of said Magnum 63.9 ac., a distance of 2,002.80 ft. to a 1/2 inch capped rebar found, stamped "KHA" at the Southeast corner of Lot 1, Block "A" of Magnum Estates Addition to Collin County, Texas, recorded in Instrument No. 2019-157, said Map Records (formerly a part of said Magnum Estates 63.9 ac.) at the most Southern Southwest corner of the herein described tract, said rebar bears North 89 deg. 55 min. 22 sec. East, 780.97 ft. from a mag-nail found in or near the center of County Road No. 132, a public road, at the Northwest corner of said Highland Crossing Addition;

THENCE North 00 deg. 44 min. 56 sec. East, with the East line of said Lot 1, Block A, Magnum Estates Addition, a distance of 813.63 ft. to a 1/2 inch capped rebar found, stamped "SPIARS, INC" at the Northeast corner of said Lot 1 and an ell corner of the herein described tract;

THENCE South 89 deg. 54 min. 54 sec. West, with a North line of said Lot 1, Block A, Magnum Estates Addition, a distance of 461.69 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the Northeast corner of the 1.500 acre tract of land conveyed to Michael Reed, recorded in Instrument No. 20180606000696520, said Official Public Records, (formally a part of said Magnum Estates 63.9 ac.) and the most Northern Northwest corner of said Lot 1, Block A, Magnum Estates Addition;

THENCE North 89 deg. 34 min 54 sec. West, with a North line of said Reed 1.500 ac., a distance of 66.12 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the most Northern Northwest corner of said Reed 1.500 ac., at an ell corner of the herein described tract;

THENCE South 00 deg. 42 min. 14 sec. East, with a West line of said Reed 1.500 ac., a distance of 45.88 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at an ell corner of said Reed 1.500 ac. and a

Southeast corner of the herein described tract;

THENCE South 89 deg. 56 min. 36 sec. West, with a North line of said Reed 1.500 ac., a distance of 276.10 ft. to a point in or near the center of said County Road No. 132 and a West line of both said Magnum Estates 63.9 ac. Page 15 of 15 T-7 Commitment for Title Insurance (Rev.1-3-14) Texas and Christopher Nolan Survey, at the most Western Northwest corner of said Reed 1.500 ac. and the most Western Southwest corner of the herein described tract, said point bears North 88 deg. 01 min. 17 sec. East, 0.22 ft. from a mag-nail found at the Southwest corner of said Reed 1.500 ac.;

THENCE North 00 deg. 46 min. 15 sec. West, along or near the center of said County Road No. 132, with a West line of both said Magnum Estates 63.9 and Christopher Nolan Survey, a distance of 303.12 ft. to a point at the Southwest corner of the 9.40 acre tract of land conveyed to R. Alan Moore, recorded in Volume 4646, Page 1192, Deed Records, Collin County, Texas and the Northwest corner of both said Magnum Estates 63.9 ac. and the herein described tract, said point bears North 20 deg. 10 min. 58 sec. West, 0.59 ft. from a mag-nail found;

THENCE North 89 deg. 56 min. 03 sec. East, with the South line of said Moore 9.40 ac. and the North line of said Magnum Estates 63.9 ac., passing a 8 inch bois d'arc corner post at 20.11 ft. and continuing now along or near the general course of a wire fence, passing the Southeast corner of said Moore 9.40 ac. and the Southwest corner of said Beaten Path Development-Highland Crossing 83.063 ac., continuing on with the South line of said Beaten Path Development-Highland Crossing 83.063 ac., for a TOTAL distance of 2,775.04 ft. to the PLACE OF BEGINNING and containing 53.828 acres of land.

Life Connected.

City Secretary's Office
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: October 14, 2025

Agenda Item:
Consider and act to accept the resignation of Aaron Zapata and declare a vacancy on the Library Board. (Owens)

Background Information:
This item formally accepts Aaron Zapata's resignation from the Library Board in accordance with the Boards and Commissions Policy. The City of Celina sincerely appreciates Aaron's service. His time, input, and dedication are truly valued.

At this time, the seat will remain vacant until a replacement is appointed.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

BOARD AND COMMISSION SERVICE

Ashley Owens, City Secretary
October 14, 2025

RESIGNATION OF LIBRARY BOARD MEMBER

This item formally accepts Aaron Zapata’s resignation from the Library Board in accordance with the Boards and Commissions policy.

The City of Celina sincerely appreciates Aaron’s service. His time, input, and dedication are truly valued.

QUESTIONS

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Consider and act upon a Resolution establishing, selecting, and appointing a 2025 General Obligation (GO) Bond Committee. (Stovall)

Background Information:
This agenda item is contingent upon the City Council's decision during the work session to proceed with establishing a General Obligation (GO) Bond Committee in preparation for a potential bond election in May 2026. If the Council determines not to proceed with a bond election in May 2026, this item should be removed from the consent agenda and tabled.

The Resolution for consideration will formally establish the GO Bond Committee and appoint its members, officially launching the group's work. The Committee will play a critical role in the bond election planning process, primarily by reviewing proposed projects and recommending which projects should be included in the GO Bond election ballot. This work ensures alignment with community priorities and the City's long-term strategic vision.

If the Resolution is approved, the Committee's initial meetings are scheduled as follows (all meetings begin at 6:00 PM at Fire Station No. 3):

- Thursday, October 23, 2025
- Thursday, November 6, 2025
- Thursday, November 20, 2025
- Thursday, December 4, 2025
- Thursday, December 11, 2025 (if necessary)

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

October 14, 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.

Format used: Charter Review Commission

- Each Councilmember appoints two (2) individuals.
- Three (3) additional members selected through a randomized 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.~~
- October 14: Officially establishes Committee and appoints members.

APPOINTED MEMBERS

Shari Degan	David Hogue	Ray Tingle
Ryan Samuelson	Amanda Gonzales	Zil Khan
Ben Hangartner	Gage Gibbs	Scott Snellings
Ryan Wilcox	Steve Carey	Ghentry Pace
Andrés Terrazas	Amber Fulton	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: October 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 2025 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 randomized selection process of applications received. The 2025 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 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 2025 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 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 14th day of October 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

2025 General Obligation (GO) Bond Committee Members

Shari Degan	David Hogue	Ray Tingle
Ryan Samuelson	Amanda Gonzales	Zil Khan
Ben Hangartner	Gage Gibbs	Scott Snellings
Ryan Wilcox	Steve Carey	Ghentry Pace
Andrés Terrazas	Amber Fulton	Katy Thoele
Daniel Trigo	Kristi King	

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Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Steve Walsh, Director of Parks and Recreation
CC: Karla Stovall, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of annual Integrated Pest Management services from TruGreen Commercial through a cooperative contract with BuyBoard for an amount not to exceed $90,755.00. (Walsh)

Background Information:
The City of Celina will continue its comprehensive turf management initiative with the second year of Integrated Pest Management (IPM) services. These services include pre-emergent and post-emergent treatments, fertilization, insecticide applications, and weed/feed treatments. IPM services will be applied across various city-maintained properties, including medians, the Celina Police Headquarters, and Celina Fire Stations.

This program is designed to support healthy, vibrant, and visually appealing turf areas. By controlling invasive weeds and promoting the proper growth of turfgrass and plant materials, the initiative enhances the overall appearance and sustainability of city landscapes and assets.

Services will be procured through BuyBoard Cooperative Purchasing, Contract #726-24. The City of Celina maintains an active Interlocal Agreement with BuyBoard, in accordance with Chapter 271 of the Texas Local Government Code. Utilizing cooperative purchasing satisfies competitive bidding requirements while streamlining procurement, reducing administrative burden, and saving both time and resources.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. BuyBoard Vendor Contract Information - TruGreen Commercial

3. TruGreen IPM Quote

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 as presented.

ANNUAL INTEGRATED PEST MANAGEMENT PROGRAM

October 14, 2025

Steve Walsh
Director of Parks & Recreation

AGENDA ITEM OVERVIEW

- Consider and act to authorize the purchase of annual Integrated Pest Management services through a cooperative contract with TruGreen Commercial via BuyBoard (Contract #726-24) in an amount not to exceed $90,755.
- IPM services are important aspect of a comprehensive turf management program that promotes visual appeal and healthy landscapes.
- Services include pre-emergent, post-emergent, fertilization, insecticide, and weed/feed applications on city-maintained properties.
- Application sites include medians, Police Headquarters, and Fire Stations.

QUESTIONS?

Vendor Contract Information Summary

Vendor	Trugreen
Contact	Kevin Stillwell
Phone	214-202-2387
Email	kevinstillwell@trugreenmail.com
TIN	36-3734669
Address Line 1	594 Greenhill Dr.
Vendor City	Round Rock
Vendor Zip	78665
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	4, 5, 6, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20
States	Oklahoma, Texas
Contract Name	Custodial and Lawn Care Services
Contract No.	726-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes
Quote Reference Number	726-24
Return Policy	Full Payment will be expected for services Rendered

TRUGREEN COMMERCIAL

COMMERCIAL SERVICE

Quote 2026

Branch Address:
Plano Branch # 5415
1500 10th St Plano Tx 75074
Phone# 972-670-5030
siddobraski@trugreenmail.com

Property Treated:
Preston Rd Medians, Police Station, Kinship to Chote Medians, W Frontier to S. Legacy Medians, W Punk Carter Pkwy to S Legacy Medians, Fire Station #1 Fire Station #2, Fire Station #3, Ownsby Pkwy to S. Coit

Bill To:
CITY OF CELINA (BuyBoard No. 726-24)
142 N OHIO ST
CELINA, TX 75009

LAWN CARE SERVICES

TREATMENT	DESCRIPTION/AS NEEDED	COST
APPLICATION 1	* Fall Pre Post With Specticle * *	$7,142.00
APPLICATION 2	*FERT with POST * *	$6,161.00
APPLICATION 3	*FERT with POST * *	$6,161.00
APPLICATION 4	*FERT with POST * *	$6,161.00
APPLICATION 5	*FERT with POST * *	$6,161.00
APPLICATION 6	* * *	
APPLICATION 7	* * *	
	ANNUAL LAWN CARE COST:	**$31,786.00**

TREE AND SHRUB CARE SERVICES

TREATMENT	DESCRIPTION/AS NEEDED	COST
Aeration		
APPLICATION 2		
APPLICATION 3		
APPLICATION 4		
APPLICATION 5		
APPLICATION 6		
APPLICATION 7		
	ANNUAL TREE/SHRUB CARE COST:	**$0.00**

BENEFICIAL SERVICES

	DESCRIPTION/ As Needed	COST
☐	VEGETATION CONTROL	
☐	GRASSY WEED #1	5,062.00
☐	GRASSY WEED #2	5,062.00
☐	1 YEAR FIRE ANT CONTROL-TOP CHOICE	6,565.00
☐	GRUB PREVENTATIVE	
☐		
☐		
☐		
☐		
	ANNUAL BENEFICIAL SERVICES COST:	**$16,689.00**
	TOTAL SALES TAX:	
	TOTAL ANNUAL LAWN CARE SERVICE COST:	

BENEFICIAL SERVICES

	DESCRIPTION/ As Needed	COST
☐	OBWC #1	6,530.00
☐	OBWC #2	10,360.00
☐	OBWC #3	10,360.00
☐	OBWC #4	15,030.00
☐	OBWC #5	
☐	OBWC #6	
☐	OBWC #7	
☐	OBWC #8	
☐		
	ANNUAL BENEFICIAL SERVICES COST:	**$42,280.00**
	TOTAL SALES TAX:	$0.00
	TOTAL ANNUAL LAWN CARE SERVICE COST:	**$90,755.00**

COMMENTS:

COMMENTS:

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SEE REVERSED SIDE FOR ADDITIONAL TERMS

TOTAL ANNUAL SERVICE COST

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Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Steve Walsh, Director of Parks and Recreation
CC: Karla Stovall, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of youth athletic league program uniforms from Sport, Inc. (Team Sport and Performance), through a cooperative contract with Omnia Partners for an amount not to exceed $130,275.00. (Walsh)

Background Information:
The City of Celina provides athletic uniforms for youth sports programs managed by the Parks & Recreation Department. These programs include flag football, baseball, softball, basketball, and soccer. While uniform components vary by sport, the Department supplies core items such as jerseys and hats.

Participation in these programs is funded through individual registration fees collected from players. These fees help offset the cost of uniforms, as well as other league-related expenses such as officials, awards, and equipment.

Uniforms will be procured through Omnia Partners, Contract #08-35.

Vendor Filed As	Description	Co-Op	Projected Player Count	Amount FY'25	Amount FY'26 (estimated)
TEAM SPORTS AND PERFORMANCE	25-26 **Basketball** Uniforms	Omnia: 08-35	600	$ 40,482.00	$ 42,000.00
TEAM SPORTS AND PERFORMANCE	2026 **Softball** Uniforms	Omnia: 08-35	120	$ 4,183.00	$ 5,400.00
TEAM SPORTS AND PERFORMANCE	2026 **Baseball** Uniforms	Omnia: 08-35	500	$ 22,931.00	$ 22,250.00
TEAM SPORTS AND PERFORMANCE	2026 **Soccer** (spring + fall)	Omnia: 08-35	1300	$ 44,610.00	$ 47,125.00
TEAM SPORTS AND PERFORMANCE	2026 **Flag Football** uniforms	Omnia: 08-35	300	$ 9,825.00	$ 13,500.00
		TOTAL		$ 122,031.00	$ 130,275.00

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Omnia Partners Contract #08-35
3. Sports, Inc. Quote - 2026 Basketball
4. Sports, Inc. Quote - 2026 Flag Football
5. Sports, Inc. Quote - 2026 Soccer
6. Sports, Inc. Quote - 2026 Baseball Softball

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

Staff Recommendation:
Staff recommends awarding as presented.

YOUTH ATHLETIC LEAGUE PROGRAM UNIFORMS

October 14, 2025

Steve Walsh
Director of Parks & Recreation

AGENDA ITEM OVERVIEW

- Consider and act to authorize the purchase of youth athletic league program uniforms for league participants.
- The Parks & Recreation Department manages several youth athletic league programs including soccer, baseball, softball, flag football & basketball.
- Players pay a league participant fee, which covers the expense of uniforms and other league expenses such as officials, etc.
- Purchase through cooperative purchasing program (Omnia Partners Contract #08-35) in the amount not to exceed $130,275.

FY 2026 REQUEST DETAILS

- FY26 projected player counts are grounded in historical participation trends, with adjustments reflecting anticipated growth across key leagues.

Vendor Filed As	Description	Co-Op	*Projected Player Count*	Amount FY'25	Amount FY'26 (estimated)
TEAM SPORTS AND PERFORMANCE	25-26 **Basketball** Uniforms	Omnia: 08-35	600	$ 40,482.00	$ 42,000.00
TEAM SPORTS AND PERFORMANCE	2026 **Softball** Uniforms	Omnia: 08-35	120	$ 4,183.00	$ 5,400.00
TEAM SPORTS AND PERFORMANCE	2026 **Baseball** Uniforms	Omnia: 08-35	500	$ 22,931.00	$ 22,250.00
TEAM SPORTS AND PERFORMANCE	2026 **Soccer** (spring + fall)	Omnia: 08-35	1300	$ 44,610.00	$ 47,125.00
TEAM SPORTS AND PERFORMANCE	2026 **Flag Football** uniforms	Omnia: 08-35	300	$ 9,825.00	$ 13,500.00
		TOTAL		$ 122,031.00	$ 130,275

QUESTIONS?

OMNIA PARTNERS

SPORTS INC.

Sports, Inc

Athletic Equipment and Uniforms

Sports, Inc. was founded in 1965 in Lewistown, Montana, as a means for independent sporting goods retailers to grow and prosper in a competitive marketplace. Since our beginning with seven outdoor stores, Sports, Inc. has grown into a nationwide network of stores involved in all facets of the sporting goods industry. We are proud of our unique reputation for innovation and service, the dedication of our staff and the extremely high quality of our membership. We are committed to helping independent sporting goods retailers remain competitive and prosperous. Our staff strives to develop mutually beneficial relationships with over 1,000 vendors to allow our members to take advantage of superior buying and service opportunities. Today, we are the most diverse and largest sporting goods buying group based on our number of independently owned retailers and the re locations.

Hi! Have a question? I'm here to help.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Sports, Inc. is available on a cooperative contract through OMNIA Partners for public agencies, including K-12 districts, higher education institutions and state & local municipalities to leverage for their athletic equipment and uniform needs.

- **Athletic Equipment and Uniforms**
  Region 14 ESC - TX | 08-35

VIEW CONTRACT DOCUMENTATION

CONTACT US

AUTHORIZED DEALERS

Sports, Inc Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Athletic Equipment and Uniforms

Region 14 ESC - TX

Contract Number: 08-35

Initial Term: April 19, 2022 through April 30, 2025
Renewal Options: Option to renew for one (1) additional one-year periods through April 30, 2027
RENEWED THROUGH April 30, 2026

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Contract Update 1
- Renewal Letter 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

OMNIA® PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES
K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS
Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

QUOTE

Ordered By: DUKES
Sport: Basketball
Team Name: BASKETBALL

5211 Forest Lane #127
Dallas, TX 75244
Phone:: 214-378-5191
Fax: 214-378-5193

Bill To: City of Celina Athletics
300 W Maple
Celina TX 75009

Ship To: City of Celina Athletics
300 W Maple
Celina TX 75009

Customer #	Quote Date	Terms	Quote #
23118	09/24/25	NET 30 DAYS	HOU130576

Qty Ord	U/M	Item #	Brand Description	Color/Loc	Unit Price	Amount
		OMNIA CONTRACT 08-35				
1	EA	JKRJ1Y	Alleson Athletic YOUTH GHOST REV JRSY 1\YM	CELINA BK25 (CG/	40.00	40.00
1	EA	210700	Badger Sportswear B-CORE 6" YOUTH SHORT 1\YM	ORANGE	10.00	10.00
			Order Subtotal			50.00
			Order Total			**50.00**

Thank you for the opportunity. We look forward to working with you.

We appreciate your business!

QUOTE

Ordered By: DUKES
Sport: Football
Team Name: FLAG FOOTBALL

5211 Forest Lane #127
Dallas, TX 75244
Phone:: 214-378-5191
Fax: 214-378-5193

Bill To: City of Celina Athletics
300 W Maple
Celina TX 75009

Ship To: City of Celina Athletics
300 W Maple
Celina TX 75009

Customer #	Quote Date	Terms	Quote #
23118	**07/10/25**	**COD**	**HOU127810**

Qty Ord	U/M	Item #	Brand Description	Color/Loc	Unit Price	Amount
		CONTRACT 08-35				
225	EA	JFFJ3	Champro Sports YOUTH JUICE FLAG FOOTBALL JRSY 25\YXS 75\YS 75\YM 50\YL	CELINA FB25	32.50	7,312.50
75	EA	JFFJ3	Champro Sports ADULT JUICE FLAG FOOTBALL JRSY 50\AS 25\AM	CELINA FB25	33.50	2,512.50
		Order Subtotal				9,825.00
		Order Total				**9,825.00**

Thank you for the opportunity. We look forward to working with you.

We appreciate your business!

QUOTE

Ordered By: DUKES
Sport: Soccer
Team Name: SOCCER

5211 Forest Lane #127
Dallas, TX 75244
Phone:: 214-378-5191
Fax: 214-378-5193

Bill To: City of Celina Athletics
300 W Maple
Celina TX 75009

Ship To: City of Celina Athletics
300 W Maple
Celina TX 75009

Customer #	Quote Date	Terms	Quote #
23118	09/24/25	NET 30 DAYS	HOU130585

Qty Ord	U/M	Item #	Brand Description	Color/Loc	Unit Price	Amount
		OMNIA CONTRACT 08-35				
1	EA	AS102Y	A4 Moshay YOUTH V-NECK JERSEY 1\YM	CELINA	25.00	25.00
1	EA	NB5387	A4 Moshay 4" YOUTH COOLING SHORT 1\YM	ORANGE	7.50	7.50
1	EA	S8005	A4 Moshay MULTI-SPORT TUBE SOCK 1\S	ORANGE	3.75	3.75
		Order Subtotal				36.25
		Order Total				**36.25**

Thank you for the opportunity. We look forward to working with you.

We appreciate your business!

QUOTE

Ordered By: DUKES
Sport: Baseball
Team Name: BASEBALL

5211 Forest Lane #127
Dallas, TX 75244
Phone:: 214-378-5191
Fax: 214-378-5193

Bill To: City of Celina Athletics
300 W Maple
Celina TX 75009

Ship To: City of Celina Athletics
300 W Maple
Celina TX 75009

Customer #	Quote Date	Terms	Quote #
23118	09/24/25	NET 30 DAYS	HOU130577

Qty Ord	U/M	Item #	Brand Description	Color/Loc	Unit Price	Amount
		OMNIA CONTRACT 08-35				
1	EA	JMSV1	Champro Sports YOUTH V-NECK SUB JRSY 1\YM	CELINA BS S26	25.00	25.00
1	EA	HC4	Champro Sports PENNANT SNAPBACK CAP 1\S	CELINA BS S26 HA	15.00	15.00
1	EA	AS2	Champro Sports MULTI-SPORT SOCK 1\S	ORANGE	3.50	3.50
		Order Subtotal				43.50
		Order Total				**43.50**

Thank you for the opportunity. We look forward to working with you.

We appreciate your business!

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: October 14, 2025

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

Background Information:
The Fire Department is requesting to renew the Interlocal Agreement for Fire and EMS Dispatch Services between the City and Collin County for a 12-month period at the same terms and conditions of Contract 2021-358 for the period from October 1, 2025, through September 30, 2026. This is the fourth renewal of Contract 2021-358. The dispatch services are provided at no cost to the Celina Fire Department.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. FY26 Dispatch Amendment 4 Celina Fire Dept

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approving the proposed amendment.

Celina Fire Department
Collin County Dispatch Services ILA

Shawn White
Fire Chief
October 14, 2025

OVERVIEW

- Agreement date from October 1, 2025 to September 30, 2026
  - This is the fourth renewal of this contract

- 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.

- Additionally, Celina Fire Department agrees to respond within the ETJ Fire District that includes areas that are within Collin County and not within the city limits of Celina.

FUNDING

- The dispatch services are provided at no cost to the Celina Fire Department.

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. 2021-358
Contract: Dispatch Services,
Celina Fire Department

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. Compensation** clause of the agreement to the following:

5.01 The dispatch service charges for FY2026 are in the amount of $0 shall be paid by the City in four (4) quarterly installments of $0 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners Court on August 6, 2018 (Court Order No. 2018-628-08-06). 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 $0 per radio and may be updated annually by PAWM.

5.02 Should the Fire Department determine that it's in in their best interest to stop providing service (under Contract 2014-031) to the unincorporated areas before September 30, 2026, there will be a fee incurred to continue using the Dispatch Services from Collin County. The Dispatch Service charges and PAWM fee for FY2026 will be at the prorated rate as follows, charged as the monthly rate multiplied by the number of months remaining after termination, with increments to be determined by the Collin County Treasury Department at the time of discontinuation of Contract 2014-031.

Dispatch: annual fee $ 165,275.00 monthly fee $13,772.92

PAWM: $9.00 per month ($108.00 /12 months)
57 radios used (as of 3/17/25)
$513.00 total monthly fee

From:
The dispatch service charges for FY2025 are in the amount of $0.

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	SIGNATURE
(Print Name)	Michelle Charnoski, NIGP-CPP, CPPB (Print Name)
TITLE:	TITLE: PURCHASING AGENT
DATE:	DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-797-08-23

Amendment	No. 1	Court Order No.	2022-914-09-19	Summary	One year Renewal, no fee confirmed
Amendment	No. 2	Court Order No.	2023-934-10-02	Summary	One year Renewal, no fee confirmed
Amendment	No. 3	Court Order No.	2025-230-03-03	Summary	One year Renewal, no fee confirmed
Amendment	No. 4	Court Order No.		Summary	Renewal, no fee confirmed, Sec. 5 updated

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
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Consider and act upon an Amendment to an Economic Development and Performance Agreement with BARM Group, Inc. (Stella's Ice Cream) (Satarino)

Background Information:
The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and The BARM Group, LLC (Developer), approved in March 2025, established an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agreed to construct a Stella's Ice Cream retail facility at 206 N. Louisiana, Celina, Texas, with a minimum of 1,611 square feet. In return, the City and CEDC agreed to provide financial assistance totaling up to $75,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agreed to reimburse the Developer $50,000 for infrastructure and improvements, disbursed as follows:

- $25,000 upon obtaining a certificate of occupancy for the facility.
- $25,000 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The CEDC agreed to reimburse the Developer up to $25,000 for qualified expenditures, which include development and infrastructure costs. These funds would be disbursed in two phases:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The agreement states that a Certificate of Occupancy must be obtained by August 31, 2025.

The Developer must maintain a minimum of nine (9) full-time equivalent jobs through December 31, 2027. Additionally, the Developer is required to submit documentation verifying at least $391,323 in construction costs and $75,000 in qualified expenditures. The Agreement includes reporting requirements on sales tax revenue and job creation, with provisions for repayment if the Developer fails to meet obligations.

The Developer requests to amend the Agreement to extend the CO deadline to December 31, 2025. The Developer experienced unforeseen challenges during the development process which delayed their construction timeline. The Developer currently has a TCO and anticipates receiving a CO before the end of October 2025.

Legal Review:
The CEDC Attorney has reviewed the attached Amendment.

Supporting Documents:
1. Staff Presentation
2. Celina - Celina EDC - First Amendment to Chapter 380 and Performance Agreement - The Barm Group _10012025

Financial Consideration:
The CEDC agrees to reimburse the Developer up to $25,000 for qualified expenditures, which include development and infrastructure costs. These funds would be disbursed in two phases:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The City agrees to reimburse the Developer up to $50,000 for qualified expenditures, which include development and infrastructure costs. These funds would be disbursed in two phases:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

Staff Recommendation:
The CEDC Board recommends approval.

Stella's Ice Cream Amendment to an Incentive Agreement

CELINA EDC

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Background

- ~~September 2024 – CEDC Staff received partial incentive application~~
- ~~October 2024 – BARM Group, LLC presented to Downtown Commission~~
- ~~November 2024 – CEDC Staff presented to CEDC Board~~
- ~~December 2024 – CEDC Staff discussed incentive deal points with CEDC Board~~
- ~~February 2025 – BARM Group, LLC presented to CEDC Board~~
- ~~March 2025 – Incentive Agreement approved by CEDC Board and City Council~~
- October 2025 – CEDC Board and Council to consider an amendment to the Incentive Agreement

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Location

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Proposed Facade

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Current Progress

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Current Progress

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Current Progress

- Stella's Ice Cream had their Ribbon Cutting on 10/2 and their Grand Opening on 10/4.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Approved Incentive Structure

- Renovate a 1,611 square foot facility
- Must prove a minimum of $391,323 in capital improvements
- Must prove a minimum of $75,000 in qualified improvements
- Obtain certificate of occupancy by August 31, 2025
- Must maintain a minimum of 9 FTE
- **CEDC contribute $25,000** in grant funds towards façade improvements.
  - $12,500 upon obtaining C/O
  - $12,500 upon 1-year anniversary of obtaining C/O
- **City contribute $50,000** in grant funds towards façade improvements.
  - $25,000 upon obtaining C/O
  - $25,000 upon 1-year anniversary of obtaining C/O

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Requested Amendment

- The Developer is requesting the CEDC Board and City Council consider an Amendment to the Incentive Agreement to extend the CO performance date to December 31, 2025.
    - Received a TCO on September 18, 2025.

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Questions?

CELINA TEXAS
ECONOMIC DEVELOPMENT CORPORATION

FIRST AMENDMENT
TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AND PERFORMANCE AGREEMENT

This **FIRST AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"); and **THE BARM GROUP, INC.,** a Texas corporation (hereinafter referred to as the "Developer"):

RECITALS:

WHEREAS, on or about March 11, 2025, the City, CEDC and Developer entered into the original Chapter 380 Economic Development Agreement and Performance Agreement (hereinafter referred to as the "Original Agreement") regarding financial assistance to construct and operate the Stella's Ice Cream retail facility to be generally located at 206 N. Louisiana, Celina, Texas; and

WHEREAS, the City, CEDC and Developer now desire to amend Section 4(b) of the Original Agreement to extend the completion, certificate of occupancy date and related dates to December 31, 2025.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 4(a) of the Original Agreement is hereby amended to read as follows:

"(a) **Facility and Qualified Expenditures.** Developer covenants and agrees to complete construction of the Facility by **December 31, 2025.** Developer covenants and agrees to submit to the City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the construction of the Facility located on the Property in a minimum amount of **Three Hundred Ninety-One Thousand Three Hundred Twenty-Three and No/100 Dollars ($391,323.00)** by **December 31, 2025.** In addition, Developer covenants and agrees

to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount **Seventy-Five Thousand and No/100 Dollars ($75,000.00)** by **December 31, 2025**."

(b) **Amendment to Original Agreement.** That Section 4(b) of the Original Agreement is hereby amended to read as follows:

"(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31, 2025,** a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property."

(c) **Amendment to Original Agreement.** That Section 4(e) of the Original Agreement is hereby amended to read as follows:

"(e) **Reporting of Sales and Use Tax and Type A Sales and Use Tax Revenue**. Developer covenants and agrees to provide to the City and EDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property as a result of the operation of the Project and the total quarterly sales occurring at the Property ("Sales Tax Report"). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and remitted by the State Comptroller to the City. Additionally, Developer covenants and agrees to obtain any third party's consent for the State Comptroller's office to release the annual reported figures along with any State audit adjustments to the City and EDC. The City and EDC hereby agrees to keep this information "Confidential" consistent with the Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by **April 15, 2026**, for the reporting period of **January 1, 2026** to **March 31, 2026**, and quarterly thereafter."

(d) **Amendment to Original Agreement.** That Section 4(f) of the Original Agreement is hereby amended to read as follows:

"(f) **Job Creation and Retention.** Developer covenants and agrees by **January 1, 2026**, and during the Term of this Agreement to employ and maintain a minimum of 9 Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **January 1, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent

Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **January 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

(a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.

(d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this First Amendment on behalf of the City has full authority to execute this First Amendment and bind the City to the same. CEDC warrants and represents that the individual executing this First Amendment on behalf of the CEDC has full authority to execute this First Amendment and bind the CEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer's behalf has full authority to execute this First Amendment and bind it to the same.

(e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.

(f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the City, CEDC and Developer.

(h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.

(i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

_____
Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: _____

DEVELOPER:

THE BARM GROUP, INC.,
a Texas corporation,

By: _____
Russell Moffett, Vice President
Date Signed: _____

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robert Ranc, City Manager
CC:
Date: October 14, 2025

Agenda Item:
Consider and act to authorize a second amended and restated employment agreement with the city manager.

Background Information:
This second amended and restated employment agreement changes the terms of Section IV(c)(1) to update the terms of severance pay consistent with recently updated state law.

Legal Review:
This agreement has been reviewed by the city attorney.

Supporting Documents:
1. Celina CM 2nd Amend Contract final
2. Celina CM 2nd Amend Contract redline

Financial Consideration:
All pay is consistent with the approved city operating budget.

Staff Recommendation:

CITY OF CELINA
SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and effective beginning the **14th day of October 2025** by and between **ROBERT RANC** ("Employee") and the **CITY OF CELINA** ("Employer").

WHEREAS, Employer and Employee first entered that certain "City of Celina Employment Agreement" dated and effective November 14, 2023 ("Original Agreement"); and

WHEREAS, on or about February 11, 2025, Employer and Employee amended the Original Agreement with that certain "First Amended Employment Agreement" ("First Amended Agreement"); and

WHEREAS, Employer and Employee desire the amend, restate and replace the Original Agreement, as amended by the First Amended Agreement, with this Agreement.

In consideration of the mutual covenants described in this Agreement, Employee and Employer acknowledge and agree as follows:

I. **Employment and Term of Employment.** Effective as of the date hereof, Employee shall faithfully and competently and to the best of his abilities, serve Employer as City Manager, subject to the general supervision and direction of the Mayor and City Council, and he shall devote his working time to the duties and responsibilities as set forth in the job description attached and incorporated as Exhibit A, the Celina Charter and as lawfully as directed by the Mayor and Council. This employment agreement shall remain in effect for three years from the date of execution of the First Amended Agreement, on or about February 11, 2025, with an option to extend this term in twelve-month increments by mutual agreement.

II. **Compensation; Base Salary; Adjustment to Base Salary.** As compensation of Employee's services under this Agreement, Employer shall pay, and Employee shall accept a base salary of Two Hundred Fifty Two Thousand Dollars and No Cents ($252,000) ("Base Salary"). Employer shall pay this annual salary rate to the Employee in equal installments on the same schedule as other City Employees and shall be paid net of any applicable withholding or deduction required by the applicable laws and authorities, including Employee contributions toward health benefits and the Texas Municipal Retirement System (TMRS). At any time during the term of this Agreement, the City Council may, in its discretion, review and increase Employee's Base Salary and/or benefits and such increases shall automatically hereby be adopted and become an integral attachment to this Agreement without further amendment, but in no event shall Employee be paid less than the Base Salary nor shall benefits specified herein be reduced unless agreed to in writing by the Parties after having been made through lawful action of the Employer. Any additional compensation will follow all policies as set out in the Employer's Employment Policies and Procedures.

III. **Benefits.** During the term of the Employee's employment pursuant to this Agreement, Employer shall provide Employee with employment benefits of such kind and nature as are offered to all City management employees and described in Employer's Employment Policies and Procedures, as the same now exists or may from time-to-time hereafter be amended. Employer shall provide Employee with the following benefits:

a. Vacation and Holidays. Employee shall be entitled to the accrual of fifteen vacation days per year. Employee shall be offered the same holiday leave benefits as authorized by the City for its administrative employees.

b. Sick Leave. Employee shall be granted the same sick and other personal leave benefits as authorized by the City's policies and procedures for its administrative employees, including rate of accrual.

c. Insurance Benefits. Employer shall provide Employee plus employee's dependents with insurance benefits pursuant to the Employer's Employment Policies and Procedures. The City shall pay the Employee's portion of any premiums for Employee and Employee's dependents.

d. Retirement. Employer shall make customary contributions on the Employee's behalf to the Texas Municipal Retirement System. Employer will pay for Employee's portion of such payments as provided in Employer's Employment and Procedures.

e. Professional Memberships. Employer shall pay the professional dues and subscriptions necessary for Employee's continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of Employer. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

f. Professional Conferences. Employer shall pay the conference tuition, travel, food, lodging and incidental expenses of Employee for professional and official travel, meetings and occasions relating to Employer business as approved according to Employer's policies. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

g. Equipment. Employee shall be provided a car allowance of $600.00 month. Employee shall also be issued all necessary and required personal protective equipment for performance of his duties under the terms of this Agreement, as well as a technology and cell phone allowance of $250.00 month.

IV. **Termination of Employment.** Employee's employment may be terminated before the expiration of the term of this Agreement only as follows:

a. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of the Employee. Promptly thereafter, Employer shall pay the Employee's estate or designated beneficiary Employee's Base Salary at the then current rate of Employee's Base Salary through the date of death, plus a lump sum cash payment in an amount equal to Employee's accrued but unused vacation time as provided in the Employer's Employment Policies and Procedures.

b. Employee may terminate his employment pursuant to this Agreement with thirty (30) days' prior written notice to the Employer, which notice requirement may be waived in whole or in part by the City Council in their sole discretion. Promptly following the effective date of Employee's termination of his employment pursuant to this section, Employer shall pay to Employee his Base Salary through the effective date of termination, at the then current rate, plus a lump sum cash payment in an amount equal to Employee's accrued unused vacation time as provided in the Employer's Employment Policies and Procedures.

c. Employee's employment pursuant to this Agreement may be terminated at any time in the sole and exclusive discretion of Employer for any reason or for no reason. Such termination shall only become effective upon a majority vote of the City Council, and the following provisions:
    1. If such termination is not for cause, as that term is defined herein, then Employee shall receive his Base Salary to the effective date of his termination, plus a lump sum cash payment in an amount equal to the sum of Employee's accrued, unused vacation time as provided in this Agreement and in Employer's Employment Policies and Procedures. In exchange for a fully executed release of claims, Employee shall further receive severance pay in the equivalent amount of 4.6 months (20 weeks) of the Employee's salary. All severance pay shall be paid as a lump sum and is subject to usual and customary withholding, including TMRS contributions.

    2. If such termination is for cause, as that term is defined herein and/or Texas Local Government Code Section 180.011, the Employer shall within thirty (30) days after the effective date of termination of Employee's employment pursuant to this subsection pay to Employee his Base Salary through the date of termination, plus lump sum cash payment in an amount equivalent to his accrued but unused vacation time, as provided in Employer's Employment Policies and Procedures. "Cause" shall be limited to the following:

        i. Material breach of this Agreement or misconduct by Employee. A determination of "cause" as described in this section shall be within the province of the Employer. Employee's failure or refusal to carry out, implement, or adhere to lawful policies, directives, duties, or instructions constitute cause.

ii. Unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee, or failure to provide an acceptable quality of professional service as determined by the City Council. Once Employee has been given written notice of the duties, instructions, policies or directives he has failed to follow, or the particular respect in which his conduct has been found wanting or unacceptable and given a reasonable opportunity to correct his actions (if correctable) and Employee is determined by the City Council not to have corrected the documented deficiency, Employee may be terminated for cause.

iii. Any misconduct by Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Employee's official duties hereunder. Cause as defined in subparagraph 2(iii) shall be grounds for immediate termination and Employee shall not be entitled to notice.

d. Immediately upon the effective date of termination of employee, Employee shall cease to perform any activities on behalf of, and will cease to hold himself out as representing Employer, and will forfeit and return all Employer issued equipment and other Employer owned property assigned to, or in the possession of the Employee.

V. **Provisions of General Applicability.**

a. Performance Evaluations. The City Council shall conduct a performance review, at least annually, at a mutually convenient date. The annual evaluation shall be based on mutually agreed upon goals.

b. Amendment. No amendment or modification of this Agreement shall become effective unless authorized by the City Council and made in writing and signed by both Employer and Employee.

c. Integration. Except for documents expressly referred to within this contract, which are hereby incorporated by reference as though fully set forth herein, this document expresses the complete agreement between Employer and Employee, and they have not entered into any other agreements, either oral or written.

d. Severability. To the extent any provision of this Agreement shall be found invalid or unenforceable, it shall be considered deleted here from, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

e. Notice. All notices required or permitted to the given hereunder shall be in writing and shall be given to the parties addressed as follows:

To Employee: Robert Ranc
[Address on file]

To Employer: Mayor Ryan Tubbs
City of Celina, Texas
142 N. Ohio St
Celina, Texas 75009-6201

Or at such other address as a party may be noticed direct. Notices shall be deemed given only upon personal service on the party or upon confirmation of receipt by US Mail, certified mail, return receipt requested.

IN WITNESS WHEREOF, the City of Celina, Texas, has caused this Second Amended and Restated Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Second Amended and Restated Agreement, effective as of the date provided below.

CITY OF CELINA	EMPLOYEE
_____	_____
Ryan Tubbs, Mayor	Robert Ranc, City Manager
_____	_____
Date	Date

CITY OF CELINA
SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and effective beginning the ~~12th~~ ___ **day of** ~~August~~**October, 2025** by and between **ROBERT RANC** ("Employee") and the **CITY OF CELINA** ("Employer").

WHEREAS, Employer and Employee first entered that certain "City of Celina Employment Agreement" dated and effective November 14, 2023 ("Original Agreement"); and

WHEREAS, on or about February 11, 2025, Employer and Employee amended the Original Agreement with that certain "First Amended Employment Agreement" ("First Amended Agreement"); and

WHEREAS, Employer and Employee desire the amend, restate and replace the Original Agreement, as amended by the First Amended Agreement, with this Agreement.

In consideration of the mutual covenants described in this Agreement, Employee and Employer acknowledge and agree as follows:

I. **Employment and Term of Employment.** Effective as of the date hereof, Employee shall faithfully and competently and to the best of his abilities, serve Employer as City Manager, subject to the general supervision and direction of the Mayor and City Council, and he shall devote his working time to the duties and responsibilities as set forth in the job description attached and incorporated as Exhibit A, the Celina Charter and as lawfully as directed by the Mayor and Council. This employment agreement shall remain in effect for three years from the date of execution of the First Amended Agreement, on or about February 11, 2025, with an option to extend this term in twelve-month increments by mutual agreement.

II. **Compensation; Base Salary; Adjustment to Base Salary.** As compensation of Employee's services under this Agreement, Employer shall pay, and Employee shall accept a base salary of Two Hundred Fifty Two Thousand Dollars and No Cents ($252,000) ("Base Salary"). Employer shall pay this annual salary rate to the Employee in equal installments on the same schedule as other City Employees and shall be paid net of any applicable withholding or deduction required by the applicable laws and authorities, including Employee contributions toward health benefits and the Texas Municipal Retirement System (TMRS). At any time during the term of this Agreement, the City Council may, in its discretion, review and increase Employee's Base Salary and/or benefits and such increases shall automatically hereby be adopted and become an integral attachment to this Agreement without further amendment, but in no event shall Employee be paid less than the Base Salary nor shall benefits specified herein be reduced unless agreed to in writing by the Parties after having been made through lawful action of the Employer. Any additional compensation will follow all policies as set out in the Employer's Employment Policies and Procedures.

MESSER FORT DRAFT

III. **Benefits.** During the term of the Employee's employment pursuant to this Agreement, Employer shall provide Employee with employment benefits of such kind and nature as are offered to all City management employees and described in Employer's Employment Policies and Procedures, as the same now exists or may from time-to-time hereafter be amended. Employer shall provide Employee with the following benefits:

a. Vacation and Holidays. Employee shall be entitled to the accrual of fifteen vacation days per year. Employee shall be offered the same holiday leave benefits as authorized by the City for its administrative employees.

b. Sick Leave. Employee shall be granted the same sick and other personal leave benefits as authorized by the City's policies and procedures for its administrative employees, including rate of accrual.

c. Insurance Benefits. Employer shall provide Employee plus employee's dependents with insurance benefits pursuant to the Employer's Employment Policies and Procedures. The City shall pay the Employee's portion of any premiums for Employee and Employee's dependents.

d. Retirement. Employer shall make customary contributions on the Employee's behalf to the Texas Municipal Retirement System. Employer will pay for Employee's portion of such payments as provided in Employer's Employment and Procedures.

e. Professional Memberships. Employer shall pay the professional dues and subscriptions necessary for Employee's continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of Employer. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

f. Professional Conferences. Employer shall pay the conference tuition, travel, food, lodging and incidental expenses of Employee for professional and official travel, meetings and occasions relating to Employer business as approved according to Employer's policies. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

g. Equipment. Employee shall be provided a car allowance of $600.00 month. Employee shall also be issued all necessary and required personal protective equipment for performance of his duties under the terms of this Agreement, as well as a technology and cell phone allowance of $250.00 month.

IV. **Termination of Employment.** Employee's employment may be terminated before the expiration of the term of this Agreement only as follows:

MESSER FORT DRAFT

a. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of the Employee. Promptly thereafter, Employer shall pay the Employee's estate or designated beneficiary Employee's Base Salary at the then current rate of Employee's Base Salary through the date of death, plus a lump sum cash payment in an amount equal to Employee's accrued but unused vacation time as provided in the Employer's Employment Policies and Procedures.

b. Employee may terminate his employment pursuant to this Agreement with thirty (30) days' prior written notice to the Employer, which notice requirement may be waived in whole or in part by the City Council in their sole discretion. Promptly following the effective date of Employee's termination of his employment pursuant to this section, Employer shall pay to Employee his Base Salary through the effective date of termination, at the then current rate, plus a lump sum cash payment in an amount equal to Employee's accrued unused vacation time as provided in the Employer's Employment Policies and Procedures.

c. Employee's employment pursuant to this Agreement may be terminated at any time in the sole and exclusive discretion of Employer for any reason or for no reason. Such termination shall only become effective upon a majority vote of the Cc~~c~~ity Council, and the following provisions:

    1. If such termination is not for cause, as that term is defined herein, then Employee shall receive his Base Salary to the effective date of his termination, plus a lump sum cash payment in an amount equal to the sum of Employee's accrued, unused vacation time as provided in this Agreement and in Employer's Employment Policies and Procedures. In exchange for a fully executed release of claims, Employee shall further receive severance pay in the equivalent amount of ~~six (6)~~ 4.6 months (20 weeks) of the Employee's salary. All severance pay shall be paid as a lump sum and is subject to usual and customary withholding, including TMRS contributions.

    2. If such termination is for cause, as that term is defined herein and/or Texas Local Government Code Section 180.010~~0~~1, the Employer shall within thirty (30) days after the effective date of termination of Employee's employment pursuant to this subsection pay to Employee his Base Salary through the date of termination, plus lump sum cash payment in an amount equivalent to his accrued but unused vacation time, as provided in Employer's Employment Policies and Procedures. "Cause" shall be limited to the following:

        i. Material breach of this Agreement or misconduct by Employee. A determination of "cause" as described in this section shall be within the province of the Employer. Employee's failure or refusal to carry out, implement, or adhere to lawful policies, directives, duties, or instructions constitute cause.

MESSER FORT DRAFT

ii. Unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee, or failure to provide an acceptable quality of professional service as determined by the City Council. Once Employee has been given written notice of the duties, instructions, policies or directives he has failed to follow, or the particular respect in which his conduct has been found wanting or unacceptable and given a reasonable opportunity to correct his actions (if correctable) and Employee is determined by the City Council not to have corrected the documented deficiency, Employee may be terminated for cause.

iii. Any misconduct by Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Employee's official duties hereunder. Cause as defined in subparagraph 2(iii) shall be grounds for immediate termination and Employee shall not be entitled to notice.

d. Immediately upon the effective date of termination of employee, Employee shall cease to perform any activities on behalf of, and will cease to hold himself out as representing Employer, and will forfeit and return all Employer issued equipment and other Employer owned property assigned to, or in the possession of the Employee.

V. **Provisions of General Applicability.**

a. Performance Evaluations. The City Council shall conduct a performance review, at least annually, at a mutually convenient date. The annual evaluation shall be based on mutually agreed upon goals.

b. Amendment. No amendment or modification of this Agreement shall become effective unless authorized by the City Council and made in writing and signed by both Employer and Employee.

c. Integration. Except for documents expressly referred to within this contract, which are hereby incorporated by reference as though fully set forth herein, this document expresses the complete agreement between Employer and Employee, and they have not entered into any other agreements, either oral or written.

d. Severability. To the extent any provision of this Agreement shall be found invalid or unenforceable, it shall be considered deleted here from, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

e. Notice. All notices required or permitted to the given hereunder shall be in writing and shall be given to the parties addressed as follows:

MESSER FOR DRAFT

To Employee: Robert Ranc
[Address on file]

To Employer: Mayor Ryan Tubbs
City of Celina, Texas
142 N. Ohio St
Celina, Texas 75009-6201

Or at such other address as a party may be noticed direct. Notices shall be deemed given only upon personal service on the party or upon confirmation of receipt by US Mail, certified mail, return receipt requested.

IN WITNESS WHEREOF, the City of Celina, Texas, has caused this Second Amended and Restated Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Second Amended and Restated Agreement, effective as of the date provided below.

CITY OF CELINA	EMPLOYEE
_____	_____
Ryan Tubbs, Mayor	Robert Ranc, City Manager
_____	_____
Date	Date

MESSER FOR DRAFT

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robert Ranc, City Manager
CC:
Date: October 14, 2025

Agenda Item:
Consider and act to authorize a severance agreement with the city manager.

Background Information:
This agreement provides for the terms of a severance payment to the city manager.

Legal Review:
This agreement has been reviewed by the city attorney.

Supporting Documents:
1. Severance Agreement final

Financial Consideration:
N/A

Staff Recommendation:

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered to be effective the **14th day of October, 2025**, by and between the City of Celina, Texas, a Texas home-rule municipality, operating pursuant to Chapter 9 of the Tex. Loc. Gov't. Code, its municipal Charter and Texas State law (hereinafter referred to as the "City" and Robert Ranc, its City Manager (hereinafter referred to as "Manager"), each of which is a Party and collectively, may be referred to as "the Parties," which hereto understand and agree as follows:

WHEREAS, on or about October 14, 2025, the City and the City Manager entered into an amended employment agreement concerning the services of Manager (hereinafter referred to as the "Second Amended and Restated Employment Agreement"); and

WHEREAS, the City Council of the City of Celina, Texas, finds it is in the best interests of the City, to address any severance payment provided to Manager should the City Council decide to terminate Manager's employment during such time Robert Ranc is willing and able to continue performing the duties of the City Manager.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Manager agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter through the term of the Employment Agreement, as amended, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) Agreement. The word "Agreement" means this Severance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) City. The word "City" means the City of Celina, Texas, a Texas home-rule/general law municipality. For the purposes of this Agreement, City's address is 142 N. Ohio St Celina, TX 75009-6201.

(c) Effective Date. The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and Manager.

(d) Employment Agreement. The words "Employment Agreement" mean the Second Amended and Restated Employment Agreement by and between the City and Manager, as may be further amended from time to time.

(e) Manager. The word "Manager" means Robert Ranc, City Manager of the City of Celina, Texas.

(f) Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS.

The City and Manager covenant and agree that while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) Severance Pay. In the event the City/Town Council decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of Manager, then the City/Town shall provide a one-time severance payment equal to 1.4 months' (6.08 weeks) salary at the current rate of pay, in return for a full and complete release to the fullest extent permitted by law from Manager in favor of the City of any and all claims Manager may have against the City. Only after Manager signs and provides a signed release of claims shall severance be paid. The failure to timely execute and deliver such release shall nullify any obligation by the City to pay severance. The City shall endeavor to pay severance to Manager in the next regular payroll cycle.

(b) No Severance Payment. In the event the City terminates Manager's employment because of the commission of misconduct, defined as an illegal act, including but not limited to, acts involving personal gain, corruption, misconduct or malfeasance in office, as per Tex. Loc. Gov't. Code §180.011(a)(1), then the City shall have no obligation to pay any severance pay as designated in this Section 4.

(c) The Parties understand upon the City's expenditure of funds under this Section 4, that pursuant to Tex. Loc. Gov't. Code § 180.011(d), a copy of this Agreement shall be posted in a prominent place on the City's website.

SECTION 5. TERMINATION.

This Agreement shall terminate automatically without further notice to Manager or City upon: (1) termination of the Employment Agreement; and/or (2) payment of the severance pay as provided in Section 4(a) of this Agreement by City to Manager, and consistent with the terms of the Employment Agreement.

SECTION 6. 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 and Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state 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) Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(g) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

SIGNED THIS THE 14th DAY OF OCTOBER, 2025.

CITY OF CELINA, TEXAS

By: _____
RYAN TUBBS, Mayor

Date:

_____
ROBERT RANC, City Manager

Date: _____

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 417 acres; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Wildhorse (Hubbard Tract) – C-3 Expedited Annexation) (Mohan)

Background Information:
The subject property is approximately 417 acres. A Development Agreement was approved by the City Council in October 2022 that outlines the future annexation and zoning for the property. The applicant is proposing to develop the single-family portion of the project. The applicant requests to voluntarily annex the entire 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

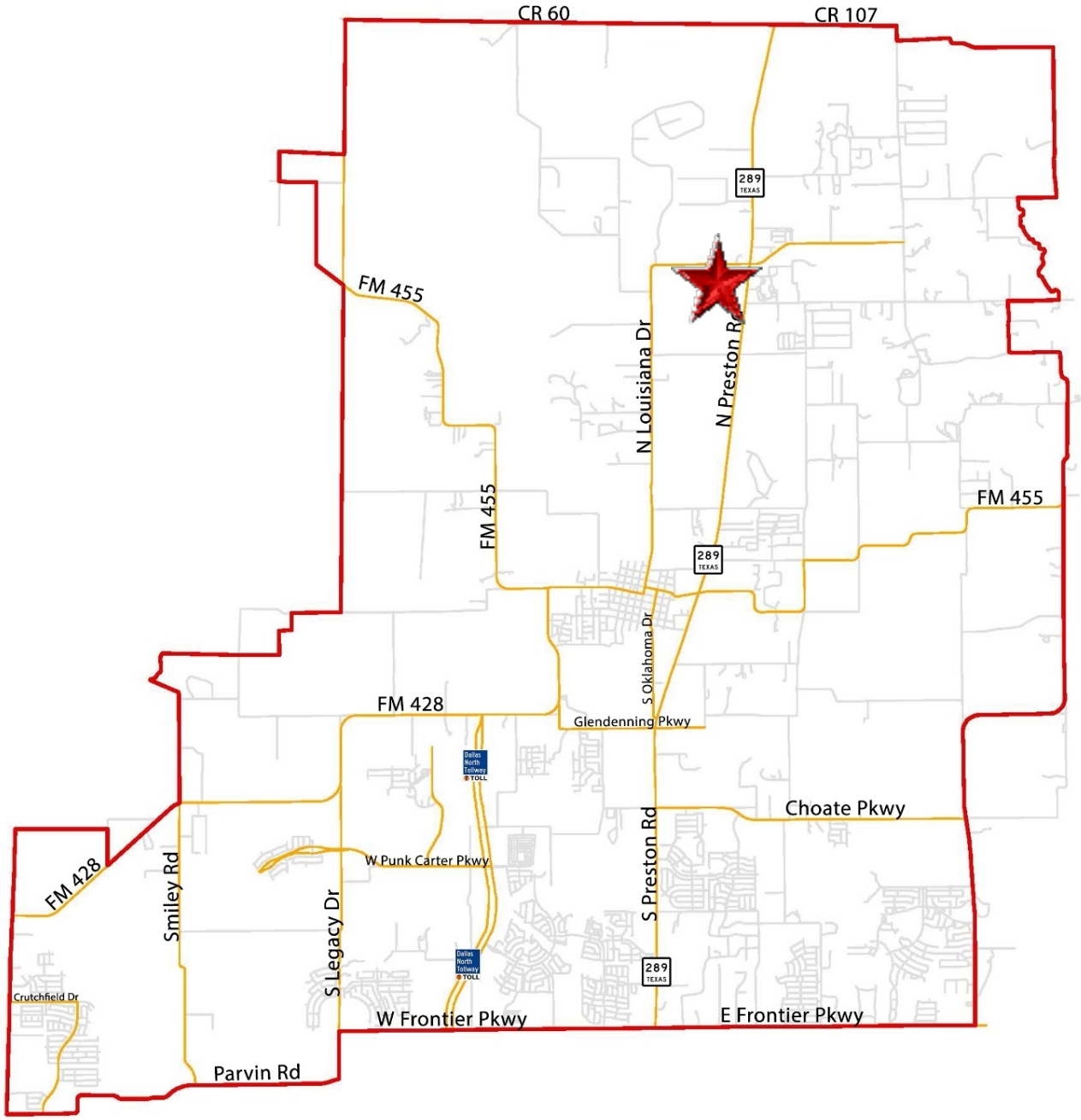
Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

WILDHORSE (HUBBARD TRACT)

Annexation & PD Zoning

City Council
October 14, 2025


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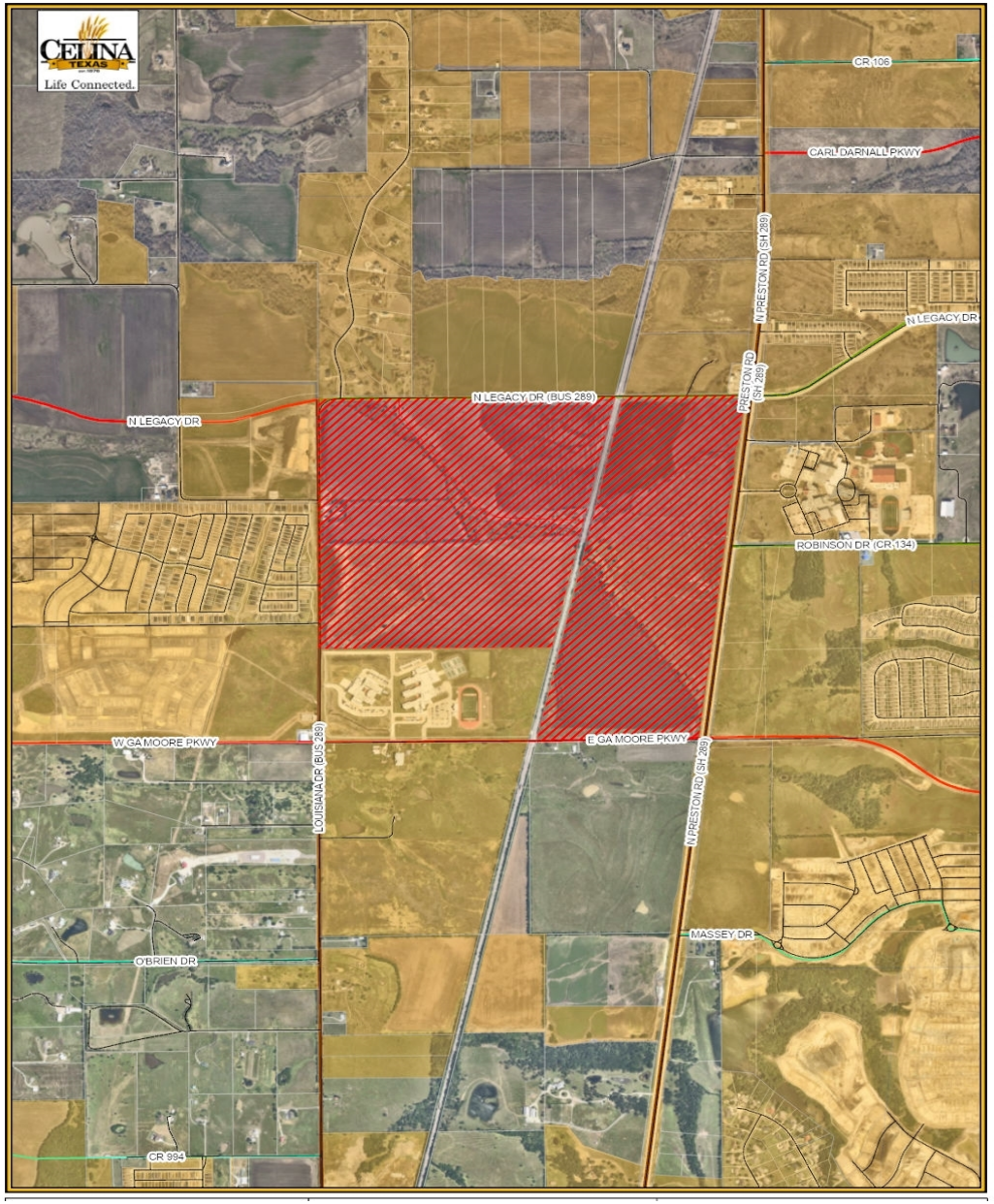
Parvin Rd



LOCATION MAP

The subject property is generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive

BACKGROUND

- The subject property is approximately 417 acres
- A Development Agreement was approved by the City Council in October 2022 that outlines the future annexation and zoning for the property
- The applicant is proposing to develop the single-family neighborhood portion of the project
- The applicant's request is to zone the property to a Planned Development (PD) that conforms to the approved Development Agreement

OVERVIEW

The Development Agreement allows the following within the PD:

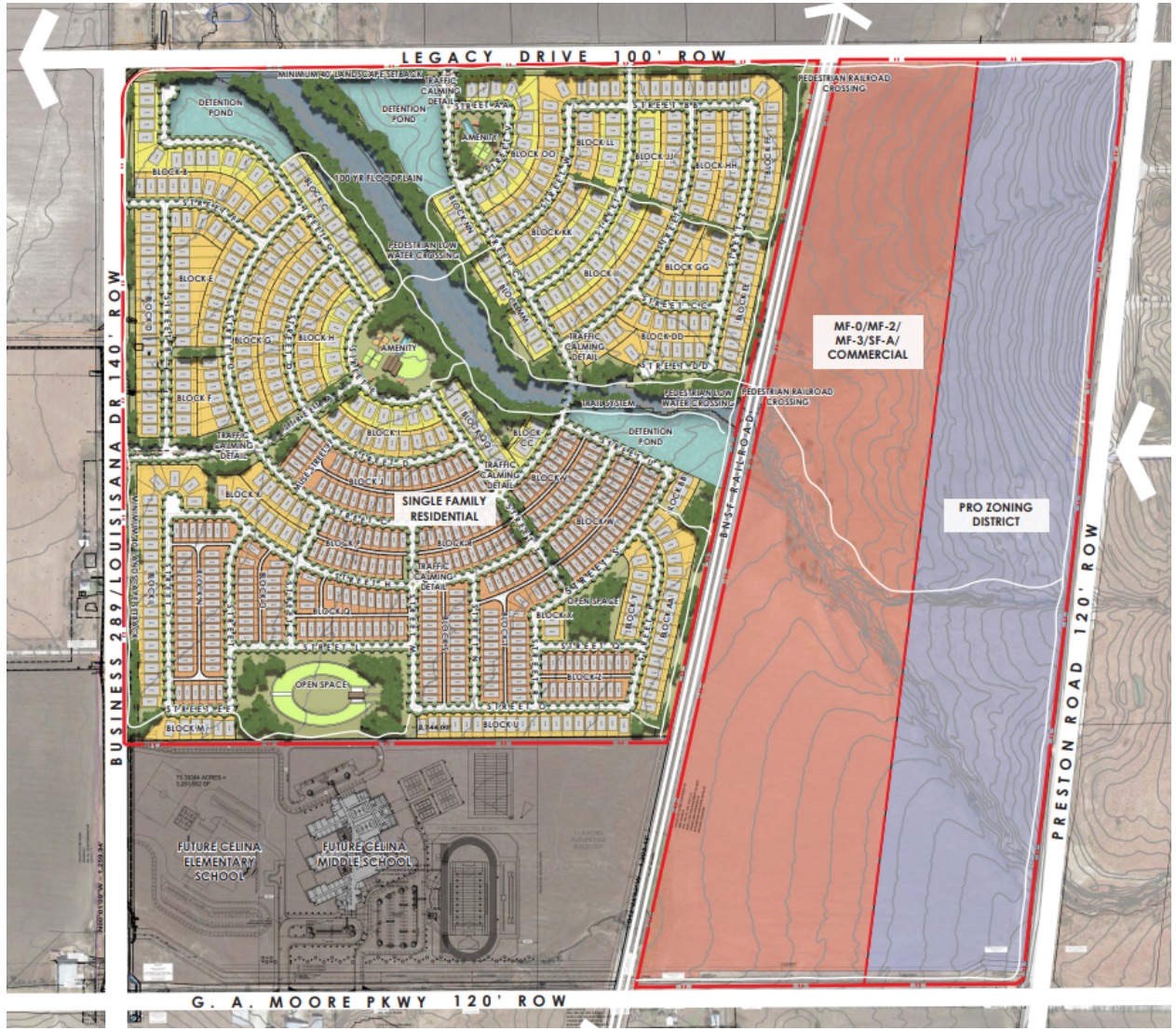
- The single-family neighborhood has the following lot mix:
  - 40’ (max. 40%)
  - 55’ (45%)
  - 60’(min. 10%) wide lots
- Flex area:
  - Max. 300 Townhomes
  - Max. 1,200 MF-2/MF-3
  - Max. 300 MF-0
- First 750’ (78 acres) along Preston reserved for Commercial with Preston Road Overlay

CONCEPT PLAN

SFR LOT MIX

- 40'x115' - ±310 LOTS - 40%
- 55'x125' - ±346 LOTS - 45%
- 60'x125' - ±108 LOTS - 15%

TOTAL - ±766 LOTS

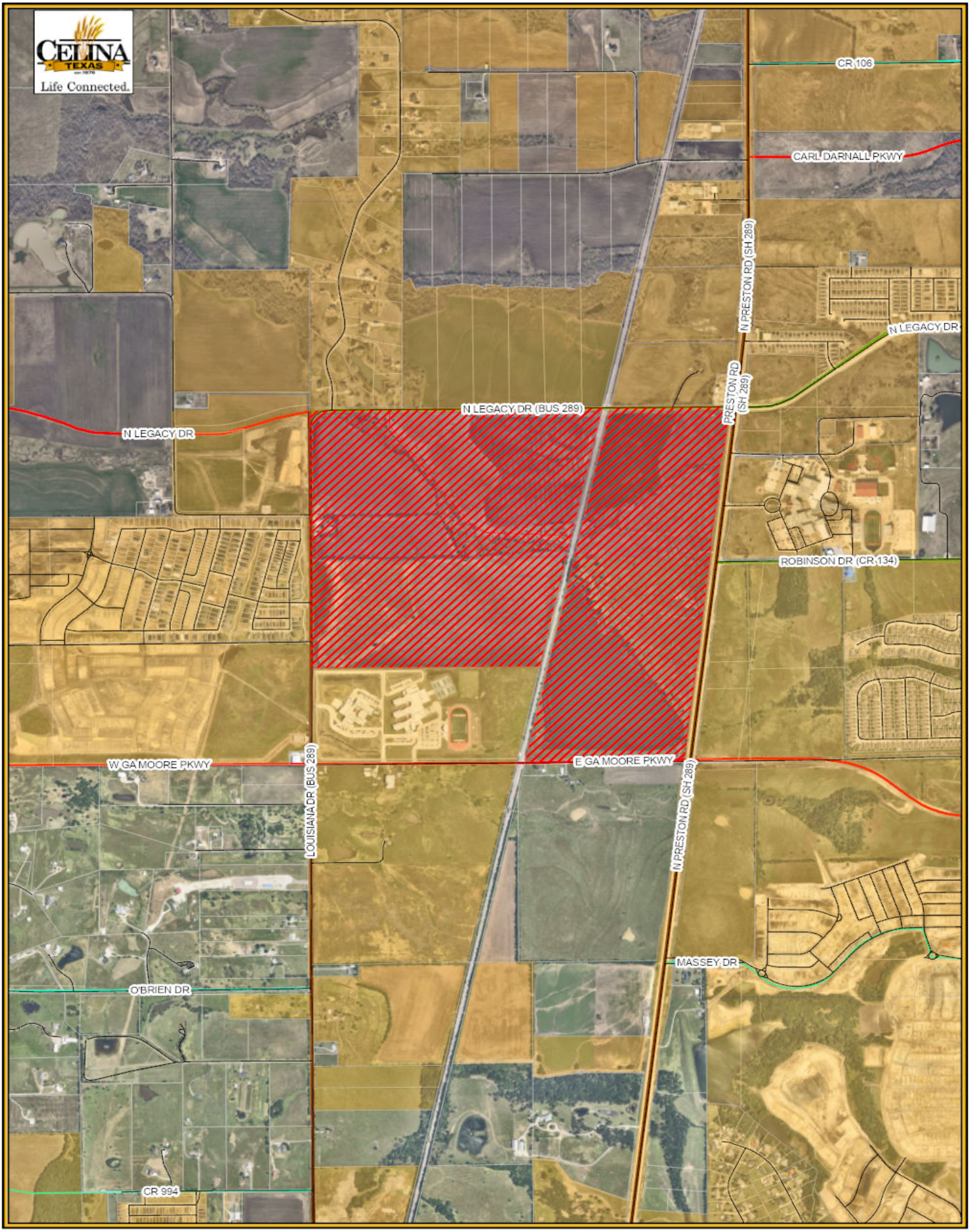


POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The project brings approximately 417 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 (5-0) at its regular meeting in September
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-06 Wildhorse(Hubbard Tract) - PD Zoning Location Map

6/3/2025

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Feet

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____
WILDHORSE (HUBBARD TRACT)

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 417 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF CARTHAGE ROAD (FUTURE LEGACY DRIVE) AND LOUISIANA DRIVE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 14th day of October, 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 26th day of September, 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 14th day of October, 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 – HUBBARD TRACT
176.08 ACRES

BEING A 176.08 ACRES OF LAND SITUATED IN THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO MOSES HUBBARD AND WIFE MARY JANE HUBBARD, RECORDED IN VOLUME NO. 29, PAGE 487, DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CALCULATED POINT IN THE APPROXIMATE CENTERLINE OF CARTHAGE ROAD (SPUR 438/BUSINESS 289) FOR THE NORTHWEST CORNER OF SAID 176.08 ACRE TRACT, SAID 176.08 ACRE TRACT, SAME BEING THE SOUTHWEST TRACT OF LAND DESCRIBED IN THE DEED TO MICHEAL VERNON WINCHESTER AND SUZANNE MICHELE WINCHESTER, CO-TRUSTEES, OF THE WINCHESTER FAMILY LIVING TRUST DATED MARCH 7, 2025, RECORDED IN INSTRUMENT NO. 2025000026954, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF THE ST. LOUIS SAN FRANCISCO & TEXAS RAILROAD (100' RIGHT-OF-WAY), AND BEING IN THE NORTH LINE OF A 15' WIDE O.N.T.E.R. RURAL WATER SUPPLY CORPORATION EASEMENT AND RIGHT-OF-WAY, RECORDED IN INSTRUMENT NO. 06-00918767, O.P.R.C.C.T., FROM WHICH THE SOUTHEAST CORNER OF A 30 FOOT WIDE RIGHT-OF-WAY DEDICATION, RECORDED IN CABINET NO. C, PAGE NO. 425, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.) BEARS, SOUTH 89°26'32" WEST, A DISTANCE OF 102.33 FEET TO A CALCULATED POINT;

THENCE NORTH 89°29'38" EAST, WITH THE NORTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 15 FOOT EASEMENT, AND THE APPROXIMATE CENTERLINE OF SAID CARTHAGE ROAD, A DISTANCE OF 1219.43 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF A CALLED 0.202 ACRE RIGHT-OF-WAY DEDICATION, RECORDED IN INSTRUMENT NO. 2024010000530, P.R.C.C.T., SAME BEING THE SOUTHEAST CORNER OF SAID 26.705 ACRE TRACT;

THENCE NORTH 89°29'38" EAST, WITH THE NORTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 15 FOOT EASEMENT, AND THE APPROXIMATE CENTERLINE OF SAID CARTHAGE ROAD, A DISTANCE OF 160.40 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 0.202 ACRE RIGHT-OF-WAY DEDICATION, AND BEING AN ANGLE POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 (PRESTON ROAD, VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WITH THE EAST LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 THE FOLLOWING COURSES AND DISTANCES;

1. SOUTH 05°34'06" WEST, A DISTANCE OF 29.89 FEET TO A CALCULATED POINT;

2. SOUTH 40°11'19" EAST, A DISTANCE OF 65.83 FEET TO A CALCULATED POINT;

3. SOUTH 06°40'42" WEST, A DISTANCE OF 513.37 FEET TO A CALCULATED POINT;

4. SOUTH 23°25'42" WEST, A DISTANCE OF 104.41 FEET TO A CALCULATED POINT;

5. SOUTH 06°40'45" WEST, A DISTANCE OF 199.97 FEET TO A CALCULATED POINT;

6. SOUTH 01°49'55" EAST, A DISTANCE OF 202.20 FEET TO A CALCULATED POINT;

7. SOUTH 10°29'42" WEST, A DISTANCE OF 298.05 FEET TO A CALCULATED POINT;

8. SOUTH 06°40'42" WEST, A DISTANCE OF 299.95 FEET TO A CALCULATED POINT;

9. SOUTH 06°07'58" WEST, A DISTANCE OF 2102.34 FEET TO A CALCULATED POINT;

10. SOUTH 12°25'48" WEST, A DISTANCE OF 200.98 FEET TO A CALCULATED POINT;

11. SOUTH 06°40'45" WEST, A DISTANCE OF 99.98 FEET TO A CALCULATED POINT;

12. SOUTH 02°50'11" WEST, A DISTANCE OF 300.63 FEET TO A CALCULATED POINT;

13. SOUTH 06°40'42" WEST, A DISTANCE OF 221.77 FEET TO A CALCULATED POINT;

14. SOUTH 48°05'42" WEST, A DISTANCE OF 44.99 FEET TO A CALCULATED POINT;

15. SOUTH 06°52'27" WEST, A DISTANCE OF 19.66 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 107.134 ACRE TRACT DESCRIBED IN THE DEED TO POWAY ENTERPRISE, LP., RECORDED IN INSTRUMENT NO. 2001-0081761, O.P.R.C.C.T., AND BEING IN THE APPROXIMATE CENTER OF E. GA. MOORE ROAD (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 89°42'02" WEST, WITH THE SOUTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 107.134 ACRE TRACT, AND BEING WITH THE APPROXIMATE CENTER OF SAID E. GA. MOORE ROAD, A DISTANCE OF 1366.62 FEET TO A CALCULATED POINT FOR AN ANGLE POINT IN THE SOUTH LINE OF THE NORTHWEST CORNER OF SAID 107.134 ACRE TRACT, AND BEING THE NORTHEAST CORNER OF A CALLED 2.01 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MARGIE FAY SHINPAUGH, RECORDED IN INSTRUMENT NO. 2022000169060, O.P.R.C.C.T.;

THENCE SOUTH 89°29'26" WEST, WITH THE SOUTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 2.01 ACRE TRACT, AND BEING WITH THE APPROXIMATE CENTER OF SAID E. GA. MOORE ROAD, A DISTANCE OF 512.23 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 2.01 ACRE TRACT,AND BEING IN THE EAST LINE OF SAID ST. LOUIS SAN FRANCISCO & TEXAS RAILROAD;

THENCE NORTH 12°26'51" EAST, WITH THE WEST LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE EAST LINE OF SAID RAILROAD, A DISTANCE OF 4744.43 FEET THE POINT OF BEGINNING AND CONTAINING 176.076 ACRES (7,669,895 SQUARE FEET) OF LAND, MORE OR LESS.

BOUNDARY DESCRIPTION – WILDHORSE TRACT
240.754 ACRES

BEING ALL OF A CALLED 240.754 ACRES OF LAND SITUATED IN THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN INSTRUMENT NO. 202400092335, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CALCULATED POINT IN THE APPROXIMATE CENTER OF CARTHAGE ROAD (SPUR 438/BUSINESS 289) FOR THE NORTHWEST CORNER OF SAID 240.754 ACRE TRACT, ALSO BEING IN THE EAST LINE OF A CALLED 58.684 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA 58, LP., RECORDED IN INSTRUMENT NO. 20210909001833390, O.P.R.C.C.T. AND BEING IN THE SOUTH LINE OF A 45-FOOT WIDE RIGHT-OF-WAY DEDICATION RECORDED IN CABINET J, PAGE 559, PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89°21'38" EAST, WITH THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING WITH THE SAID SOUTH LINE OF 45-FOOT WIDE RIGHT-OF-WAY DEDICATION, AND BEING THE APPROXIMATE CENTER OF SAID CARTHAGE ROAD, A DISTANCE OF 1109.47 FEET TO A CALCULATED POINT IN THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS LOT 3R-2A, BLOCK B NORTH PRESTON LAKES ESTATES, RECORDED IN INSTRUMENT NO. 2011-10, P.R.C.C.T., AND BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS LOT 1, PRESTON 450 ADDITION, RECORDED IN CABINET C, PAGE 425, P.R.C.C.T.;

THENCE NORTH 89°26'52" EAST, WITH THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID PRESTON 450 ADDITION, AND WITH THE APPROXIMATE CENTER OF SAID CARTHAGE ROAD,A DISTANCE OF 2385.62 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF 30 FOOT WIDE RIGHT-OF-WAY EASEMENT, RECORDED IN CABINET C, PAGE 425, P.R.C.C.T., AND BEING IN THE WEST LINE OF THE ST. LOUIS, SAN FRANCISCO & TEXAS RAILROAD (100; RIGHT-OF-WAY);

THENCE SOUTH 12°26'51" WEST, WITH THE EAST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE WEST LINE OF SAID RAILROAD,A DISTANCE OF 3454.39 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 75.336 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA ISD, RECORDED IN INSTRUMENT NO. 20210208000267470, O.P.R.C.C.T.;

THENCE SOUTH 89°32'48" WEST, WITH THE SOUTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 75.336 ACRE TRACT, A DISTANCE OF 2743.91 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 75.336 ACRE TRACT, AND BEING IN THE EAST LINE OF A CALLED 148.703 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO ARIANA, LLC, RECORDED IN INSTRUMENT NO. 20180730000947040, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING IN THE APPROXIMATE CENTER OF NORTH LOUISIANA DRIVE (BUSINESS 289);

THENCE NORTH 00°01'24" WEST, WITH THE WEST LINE OF SAID 240.754 ACRE TRACT, AND WITH THE APPROXIMATE CENTER OF SAID LOUISIANA DRIVE, A DISTANCE OF 2001.59 FEET TO A CALCULATED POINT IN WEST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 153.177 ACRE TRACT OF LAND DESCRIBED IN AS

TRACT 1 IN THE DEED TO CCD-NORTH SKY, LLC. RECORDED IN INSTRUMENT NO. 20210325000596630, O.P.R.C.C.T., AND BEING THE SOUTHEAST CORNER OF A CALLED 58.684 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA 58, LP., RECORDED IN INSTRUMENT NO. 20210909001833390, O.P.R.C.C.T., SAME BEING IN THE APPROXIMATE CENTER OF SAID NORTH LOUISIANA DRIVE (BUSINESS 289);

THENCE NORTH 00°14'25" WEST, WITH THE WEST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 58.684 ACRE TRACT, AND WITH THE APPROXIMATE CENTER LINE OF SAID LOUISIANA DRIVE, A DISTANCE OF 1357.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 240.753 ACRES (10,487,236 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit B
Depiction of Property

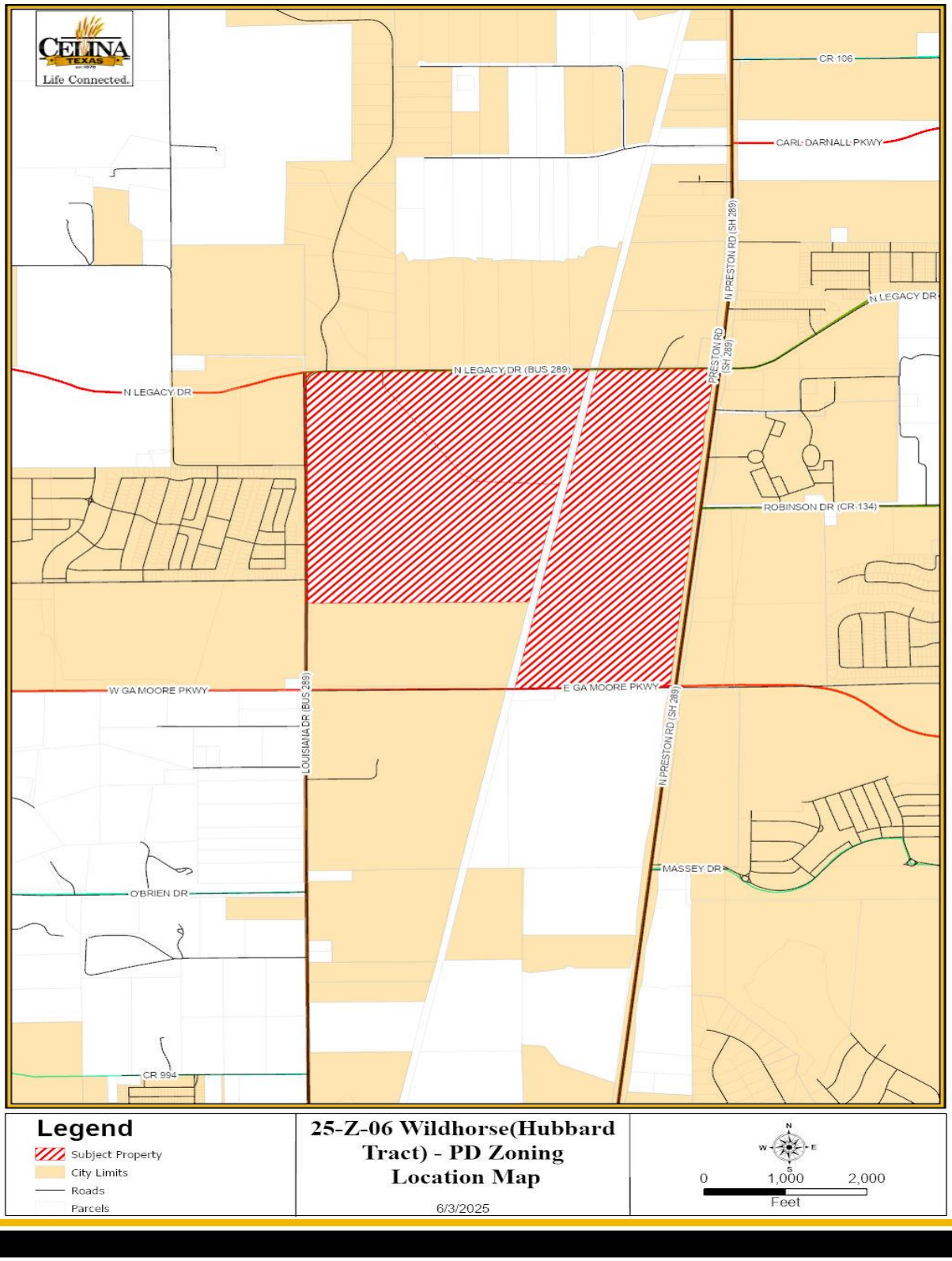


Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

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 the trustees of the Moses and Mary Jane Hubbard Trust ("Trustees") and its successors and assigns (c/o Stephen Robinson, trustee) 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 Trustees 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 Trustees own approximately 426.71 acres of land, generally located at the southeast corner of Business 289/Louisiana Drive and Legacy 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, it is anticipated that in the future the Property will be developed pursuant to the terms of this Agreement by some individual or entity as Developer; and

WHEREAS, the Trustees intend that Developer shall develop the Property as a planned development with residential and commercial uses (the "Development") consistent with the terms of this Agreement; 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 by Developer 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 by Developer 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 parks and open space improvements attached herein as **Exhibit E-1** and trail improvements attached herein as **Exhibit E-2**; and

WHEREAS, the Trustees anticipate Developer will construct and/or make financial contributions to the construction of certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Trustees' agreements contained herein to burden the Property with the Development as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Property is located within an area for which CCN No. 10150 has been granted to Marilee Special Utility District ("Marilee SUD") for providing retail water service; and

WHEREAS, the Development will require the Developer to pay to the City, at Developer's sole cost and expense, the cost owed to Marilee SUD or decertify the Property from the Marilee SUD CCN; and

WHEREAS, the City holds the certificate of convenience and necessity (the "CCN") to provide retail wastewater service to the Property, and

WHEREAS, the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements") and together with the Roadway Improvements. Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Trustees 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 Trustees 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 set forth in Article VI below.

WHEREAS, the Trustees and/or the previous owners of the Property entered into a Chapter 43 Texas Local Government Code Development Agreement (the "Chapter 43 Agreement") with the City, filed and recorded as Document No. 20100916000989030 in Collin County Real Property Records on September 16, 2010, governing the use and development of the Property while it is in the ETJ; and

WHEREAS, the Parties do not intend for the Chapter 43 Agreement to apply to the Property, the Trustees, or the Trustees' successors and assigns, and intend for the Chapter 43 Agreement to be null and void upon filing of this Agreement in the Collin County Real Property Records.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCN means certificate of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer (and/or assigns) is defined as any party who submits an application for a construction permit to the City Engineering Department for approval after the execution of this Agreement. Trustees shall be required to assign and Developer shall be required to assume all obligations contemplated by this Agreement as to any portion of Property Developer owns.

Trustees-(and/or assigns) is defined in the introductory paragraph.

Trustees Assignee (and/or assigns) is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D.**

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Marilee SUD is defined in the Recitals.

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.

Onsite Public Improvements is defined in the Recitals.

Parks and Open Space Improvements is the plan shown in **Exhibit E-1.**

Parties means the Trustees and the City.

Party means the Trustees 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 is defined in the Recitals

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit F.**

Trail Improvements is the plan shown in **Exhibit E-2**.

TxDOT means Texas Department of Transportation.

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) and described and depicted in **Exhibit H**.

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 Trustees and/or 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 Trustees or Developer shall either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, alleys, and bridge over BNSF Railroad.

(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) The Developer will not have responsibility to design/construct off-site roadways adjacent to this property (i.e. G. A. Moore, 289/Louisiana, Legacy or Preston Road).

(3) The Developer will be required to pay additional roadway impact fees, above those listed within Article IV, Sec. 4.1 – Development Regulations (Capital Recovery Fees) of $3600 per SF lot and $1500 per MF unit (MF-0 and MF-2). These fees must be paid at the time of building permit receipt.

(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.

(e) Wastewater Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit H**, 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.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his

engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the

extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Trustees 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 Trustees or 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. The Concept Plan may function as a preliminary plat.

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 Trustees do 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, Trustees and/or Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Trustees have consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any*

amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer-shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Centers. Developer shall construct the amenity centers described on **Exhibit D.** Completion of the amenity centers by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the first amenity center shall commence prior to the issuance of the 100th building permit for a single family home within the Development. Construction of the second amenity center shall commence prior to the issuance of the 500th building permit for single family home within the Development.

3.7 Dedications for Public Parks, Open Space, and Water Tower Site.

(a) Developer shall reserve and dedicate a minimum of 8.50 acres for a Public Park as shown on the southern portion of the site adjacent to the Celina Independent School District campus. This parkland will be a minimum of 8.50 acres. Construction of this park shall commence prior to the issuance of the 100th building permit for the single-family homes within the development. At least 20% of the Property shall be developed as open space. The parks, open space, and trails will be developed in phases in accordance with **Exhibit E-1 and E-2** when the adjacent phase of development is final platted. Open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Developer agrees to construct, donate, and dedicate, at no cost to the City, at least four (4) of the following, as generally depicted in **Exhibit E-1 and E-2**, at mutually agreed upon locations:

(1) Dog park,

(2) Playgrounds,

(3) Frisbee golf,

(4) Fire pits, grills and nearby sitting areas,

(5) Swimming pool, and

(6) Fitness stations.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, 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. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $3,000 per residential dwelling unit; (iv) water capital fees of $2,500 per residential dwelling unit; and (v) wastewater capital fees of $2,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional $500 per single family residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon the next succeeding ten-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development.

(c) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting. For the single-family portion of this project, it is agreed the 8.5 acre park, with HOA maintenance, and required Open Spaces/Improvements will satisfy the single-family parkland dedication requirements.

(d) 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 I**, 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 I**.

(e) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Before the City accepts the Phase I infrastructure, for any portion of the Property located in the water CCN of Marilee SUD, the Developer-shall (1) pay to the City the cost that will be owed by the City to the Marilee SUD pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City, or (2) decertify the Property Marilee SUD's CCN, at the Developer's -sole cost, so that the City may add the Property to a City CCN. The Parties agree that no final plat shall

be recorded until the Developer has fulfilled the payment or decertification requirement in this paragraph.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE TRUSTEES 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 TRUSTEES ; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE TRUSTEES OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE TRUSTEES OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE TRUSTEES HEREUNDER; (III) THE TRUSTEE'S NONPAYMENT UNDER CONTRACTS BETWEEN THE TRUSTEES 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 TRUSTEES OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO TRUSTEE'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. TRUSTEES ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST TRUSTEES IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY TRUSTEES 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 TRUSTEE'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF TRUSTEE'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. TRUSTEES 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 TRUSTEES FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND TRUSTEES SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL 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 HOWEVER, IN THE EVENT OF ASSIGNMENT, SHALL BE BINDING ONLY AS TO THE ASSIGNEE 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 TRUSTEES.

4.3 THE TRUSTEE'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/TRUSTEE'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE TRUSTEES ACKNOWLEDGE AND AGREE 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 TRUSTEE'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE TRUSTEE'S ANTICIPATED IMPROVEMENTS AND TRUSTEE'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE TRUSTEES HEREBY AGREE, STIPULATE AND ACKNOWLEDGE 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 TRUSTEES FOR SUCH LAND, AND THE TRUSTEES HEREBY WAIVE 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 TRUSTEES FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY,

AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, the Trustees agree to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation that may contain additional acres (collectively, the "Petition Property"). Trustees agree 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. 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, Trustees shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. The Trustees acknowledge and agree that this Section 6.1 was a material inducement for the City to enter into this Agreement with the Trustees and to create a PID.

6.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ 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 ETJ Property. Through this Agreement, the Trustees expressly consent and agree 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 Trustees agree 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 Trustees or Developer 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 Trustees 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 Trustees or Developer, one or more of the following: (i) annual payments by the City to the Trustees or 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 $60,000,000.00.

(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 Emergency Siren and Wastewater Lines. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development, the Developer agrees to pay the City simultaneously with:

(a) Upon the closing and funding of the second issuance of PID Bonds, a fee in the amount of $55,000 shall be disbursed to the City for the purchase and installation of one emergency warning siren; and

(b) Developer will participate in the cost of the North Skye Wastewater Project in an amount to be determined later, but not to exceed $2,000,000. The payments will be made within 60 days of funding of the first and second issuance of PID bonds, a fee per issuance in the amount of $750,000 each, and the closing and funding of the third. 3rd, bond sale, a fee in the amount to $500,000.

7.3 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 Trustees to Successors.

(a) The Trustees have 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 Trustee under this Agreement, to any person or entity (a "Trustees 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 Trustees and becomes an owner of any portion of the Property, provided that the Trustees is not in breach of this Agreement at the time of such assignment. A Trustees Assignee is considered the "Trustees," may be considered the "Developer," and is a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Trustees Assignee. Notice of each proposed assignment to a Trustees 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 Trustees Assignee.

(b) Each assignment shall be in writing executed by the Trustees and the Trustees Assignee and shall obligate the Trustees 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 Trustees 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 Trustees Assignee for the performance of all obligations assigned to the Trustees Assignee and agrees that the Trustees shall be released from subsequently performing the assigned obligations and from any liability that results from the Trustees 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, Trustees shall not be released until the City receives such copy of the assignment.

(c) No assignment by Trustees shall release Trustees from any liability that resulted from an act or omission by Trustees that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Trustees shall maintain written records of all assignments made to Trustees Assignees, including a copy of each executed assignment and the Trustees 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 Trustees and Trustees Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the

obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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 "Trustees " and have all of the obligations of the Trustees 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 Trustees, 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 Trustees under this Agreement that are in default. The Trustees shall pay the City $1,000 at the time of the Trustee's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Furtherance of Tax-Exempt Purposes of Trust. The Moses and Mary Jane Hubbard Trust (the "Trust") is a charitable trust which has been recognized by the Internal Revenue Service as being exempt from tax because it is described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is a supporting organization as defined in section 509(a) of the C ode. The purposes of the Trust are limited to charitable, scientific, literary, and educational purposes (as those terms are used in section 501(c)(3) of the Code). Consequently, the decisions and actions of the Trust are governed by and subject to the rules applicable to organizations exempt under section 501(c)(3) of the Code and described as a supporting organization in section 509(a)(3) of the Code. The Parties specifically understand and agree that all actions of the Trustees of the Trust in connection with this Agreement must not be inconsistent with the Trust furthering its section 501(c)(3) tax-exempt purposes and any question concerning this Agreement will be resolved in a manner that is consistent with furthering section the 501(c)(3) purposes of the Trust. Further, the Parties agree that no action shall be taken, and no payment shall be made under this Agreement if such action or payment would subject the Trust to income or excise tax under the Code.

11.2 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.

11.3 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort

Messer, Fort, & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Trustees: Moses and Mary Jane Hubbard Trust
C/O Stephen Robinson
The Hubbard Trust
10401 County Road 58
Celina, Texas
E-mail: robinsonfarm1879@gmail.com

With a copy to: Jim Knight, P. E.
KFM Engineering & Design
3501 Olympus Boulevard, Suite 100
Dallas, TX 75019

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

11.4 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.

11.5 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.6 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 Trustees represent and warrant that this Agreement has been approved by appropriate action of the Trustees, and that the individual executing this Agreement on behalf of the Trustees have 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.

11.7 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written,

covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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-1	Parks and Open Space Improvements
Exhibit E-2	Trail Improvements
Exhibit F	Intentionally Omitted
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements

Exhibit I Preliminary HOA Education Support Agreement with Preliminary CCR Terms

11.14 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.

11.15 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 business days after the occurrence of a force majeure, 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. 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.

11.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Trustees expressly amending the terms of this Agreement.

11.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.18 Form 1295 Certificate. The Trustees represent that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Trustees have 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 Trustees further agree 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 Trustees. The information contained in the Form 1295 completed by the Trustees has been provided solely by the Trustees and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Trustees on the respective dates stated below after approval of the City Council of the City on August 25, 2022.

Date: 09-20-22

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 20 day of September, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

Lauren Field
Name printed or typed

Commission Expires: 07-05-2026

TRUSTEES:

MOSES AND MARY JANE HUBBARD TRUST
C/O STEPHEN ROBINSON, TRUSTEE
THE HUBBARD TRUST

By: _____
Name: Joe A. Merritt
Title: as Trustee and not in his individual capacity

TERESA BUSSEY
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 10320235

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 25, 2022, personally appeared Joe A. Merritt, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Charles Ray Huddleston
Title: as Trustee and not in his individual capacity

TERESA BUSSEY
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 10320235

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 29, 2022, personally appeared Charles Ray Huddleston, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUSTTHE HUBBARD TRUST

By: _____

Name: Stephen Robinson

Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

TERESA BUSSEY
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 10320235

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 25, 2022, personally appeared Stephen Robinson, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Kelly Juergens
Title: as Trustee and not in his individual capacity

TERESA BUSSEY
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 10320235

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 25, 2022, personally appeared Kelly Juergens, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

Teresa Bussey
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Tom Maglisceau
Title: as Trustee and ~~not~~ in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

TERESA BUSSEY
Notary Public, State of Texas
Comm. Expires 06-23-2025
Notary ID 10320235

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 25, 2022, personally appeared Tom Maglisceau, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

Teresa Bussey
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERY

LEGAL DISCRIPTION

BEING A 427.61 ACRE TRACT OF LAND SITUATED IN THE W. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO MOSES HUBBARD AND MARY J. HUBBARD, RECORDED IN VOLUME 29, PAGE 487, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in Highway 289 Business and the West right-of-way line of Highway 289 (Preston Road) for the Southeast corner of that certain called 1.913 acre tract of land described in the deed to 3722 N. Preston Road, LLC, recorded in Document No. 20201130002116680, Official Public Records, Collin County, Texas and the Northeast corner of said tract herein described;

THENCE with the West right-of-way line of said Highway 289 (Preston Road), the following Twenty (20) courses and distances:

1. S05°01'32"W, a distance of 30.19 feet to a 3/8-inch iron rod found for corner;
2. S40°11'58"E, a distance of 85.85 feet to a point for corner;
3. S06°39'55"W, a distance of 513.46 feet to a TXDOT monument found for corner;
4. S 23° 08' 41" W for a distance of 104.23 feet to a TXDOT monument found for corner;
5. S06°46'47"W, a distance of 198.95 feet to a TXDOT monument found for corner;
6. S 01° 51' 08" E for a distance of 201.40 feet to a TXDOT monument found for corner;
7. S10°28'42"W, a distance of 298.21 feet to a point for corner, from which a TXDOT monument found for reference bears N38°52'57"E, a distance of 1.78 feet;
8. S06°40'44"W, a distance of 300.12 feet to a TXDOT monument found for corner;
9. S00°57'35"W, a distance of 201.08 feet to a point for corner;
10. S06°40'44"W, a distance of 2.49 feet to a TXDOT monument found for corner;
11. S12 27 08"W, a distance of 201.75 feet to a TXDOT monument found for corner;
12. S06°40'27"W, a distance of 1199.07 feet to a TXDOT monument found for corner;
13. S00°55'35"W, a distance of 201.82 feet to a TXDOT monument found for corner;
14. S06°42'58"W, a distance of 300.05 feet to a TXDOT monument found for corner;
15. S12°27'02"W, a distance of 201.02 feet to a point for corner;
16. S06°42'01"W, a distance of 100.01 feet to a point for corner;
17. 02°51'28"W, a distance of 300.70 feet to a TXDOT monument found for corner;
18. S06°42'01"W, a distance of 221.80 feet to a point for corner;
19. S48°08'55"W, a distance of 45.00 feet to a point for corner;
20. S06°53'12"W, a distance of 21.32 feet to a point in the South line of said Hubbard tract for the Northeast corner of that certain called 107.134 acre tract of land described in the deed to Powdy Enterprise, L.P., recorded in Document No. 20010706000617610, Official Public Records, Collin County, Texas and the Southeast corner of said tract herein described;

BOUNDARY EXHIBIT
427.61 ACRES IN THE
W. RATTAN SURVEY, ABSTRACT NO. 753
COLLIN COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1605
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-2511\Dwg\21-2511 HUBBARD ESTATE 1 ACRE INCLUDED.dwg

PAGE 3 OF 4 FIELDED BY: AS DRAWN BY: CM CHECKED BY: RGM JOB NO. 21-2511

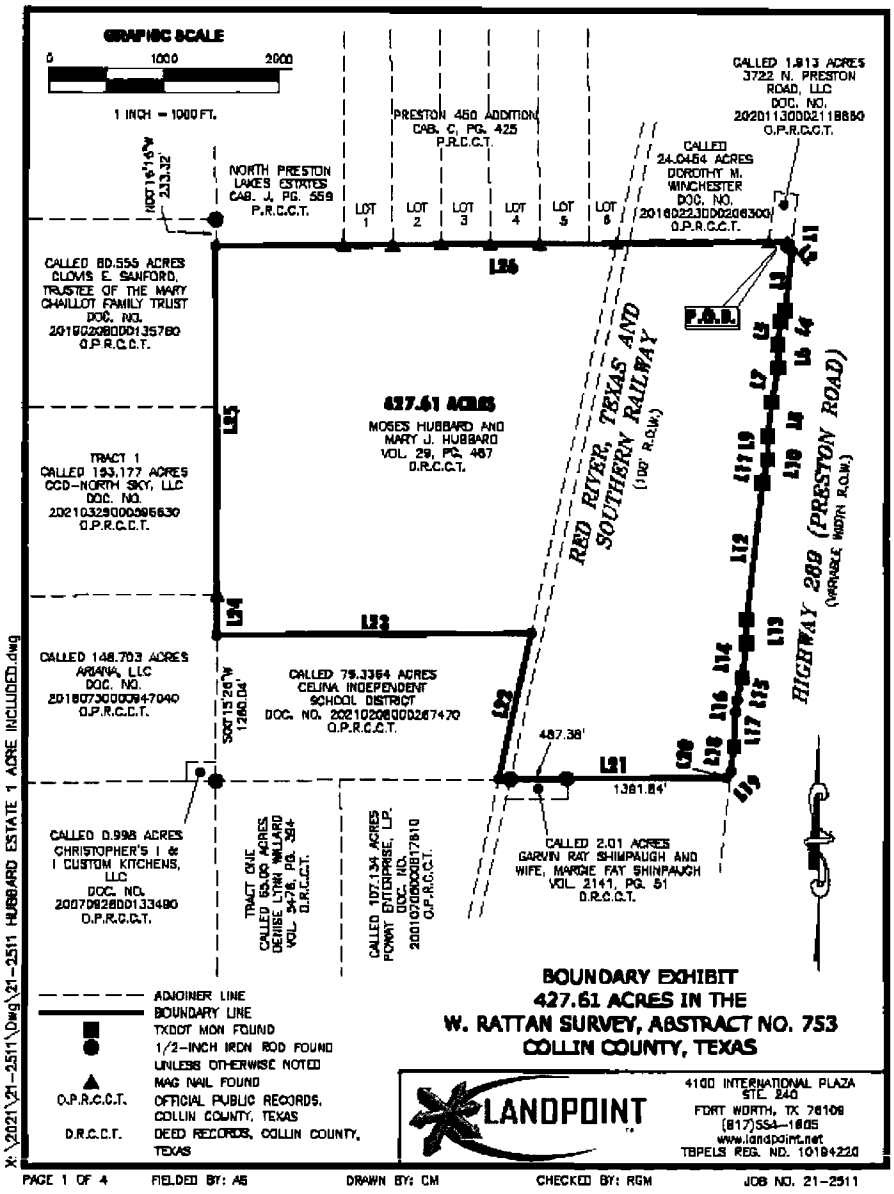

GRAPHIC SCALE
0 1000 2000
1 INCH = 1000 FT.
CALLED 1.913 ACRES
3722 N. PRESTON ROAD, LLC
DOC. NO. 20201130002118850
O.P.R.C.C.T.
PRESTON 450 ADDITION
CAB. C, PG. 425
P.R.C.C.T.
CALLED 24.0454 ACRES
DOROTHY M. WINCHESTER
DOC. NO. 20160223000206300
O.P.R.C.C.T.
NORTH PRESTON LAKES ESTATES
CAB. J, PG. 559
P.R.C.C.T.
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
N00°19'15"W 213.32'
CALLED 80.555 ACRES
CLOVIS E. SANFORD, TRUSTEE OF THE MARY CHAILLOT FAMILY TRUST
DOC. NO. 20190226000135780
O.P.R.C.C.T.
L26
P.O.B.
427.61 ACRES
MOSES HUBBARD AND MARY J. HUBBARD
VOL. 29, PG. 467
D.R.C.C.T.
RED RIVER, TEXAS AND SOUTHERN RAILWAY
(100' R.O.W.)
HIGHWAY 289 (PRESTON ROAD)
(VARIABLE WIDTH R.O.W.)
L25
TRACT 1
CALLED 153.177 ACRES
CCD-NORTH SKY, LLC
DOC. NO. 20210329000395630
O.P.R.C.C.T.
L24
L23
CALLED 148.703 ACRES
ARIANA, LLC
DOC. NO. 20180730000947040
O.P.R.C.C.T.
S00°15'26"W 1260.04'
CALLED 75.3364 ACRES
CELINA INDEPENDENT SCHOOL DISTRICT
DOC. NO. 20210208000267470
O.P.R.C.C.T.
L22
487.38'
L21
1381.84'
CALLED 0.998 ACRES
CHRISTOPHER'S I & I CUSTOM KITCHENS, LLC
DOC. NO. 20070926001333490
O.P.R.C.C.T.
TRACT ONE
CALLED 65.00 ACRES
DENISE LYNN WILLARD
VOL. 3478, PG. 324
D.R.C.C.T.
CALLED 107.134 ACRES
POINT ENTERPRISE, L.P.
DOC. NO. 20010709000817810
O.P.R.C.C.T.
CALLED 2.01 ACRES
GARVIN RAY SHIMPAUGH AND WIFE, MARGIE FAY SHIMPAUGH
VOL. 2141, PG. 51
D.R.C.C.T.
ADJOINER LINE
BOUNDARY LINE
TXDOT MON FOUND
1/2-INCH IRON ROD FOUND UNLESS OTHERWISE NOTED
MAG NAIL FOUND
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
BOUNDARY EXHIBIT
427.61 ACRES IN THE
W. RATTAN SURVEY, ABSTRACT NO. 753
COLLIN COUNTY, TEXAS
LANDPOINT
4100 INTERNATIONAL PLAZA STE. 240
FORT WORTH, TX 76109
(817)554-1605
www.landpoint.net
TBPELS REG. NO. 10194220
X:\2021\21-2511\Dwg\21-2511 HUBBARD ESTATE 1 ACRE INCLUDED.dwg
PAGE 1 OF 4
FIELDED BY: AS
DRAWN BY: CM
CHECKED BY: RGM
JOB NO. 21-2511

EXHIBIT B
DEPICTION OF THE PROPERTY

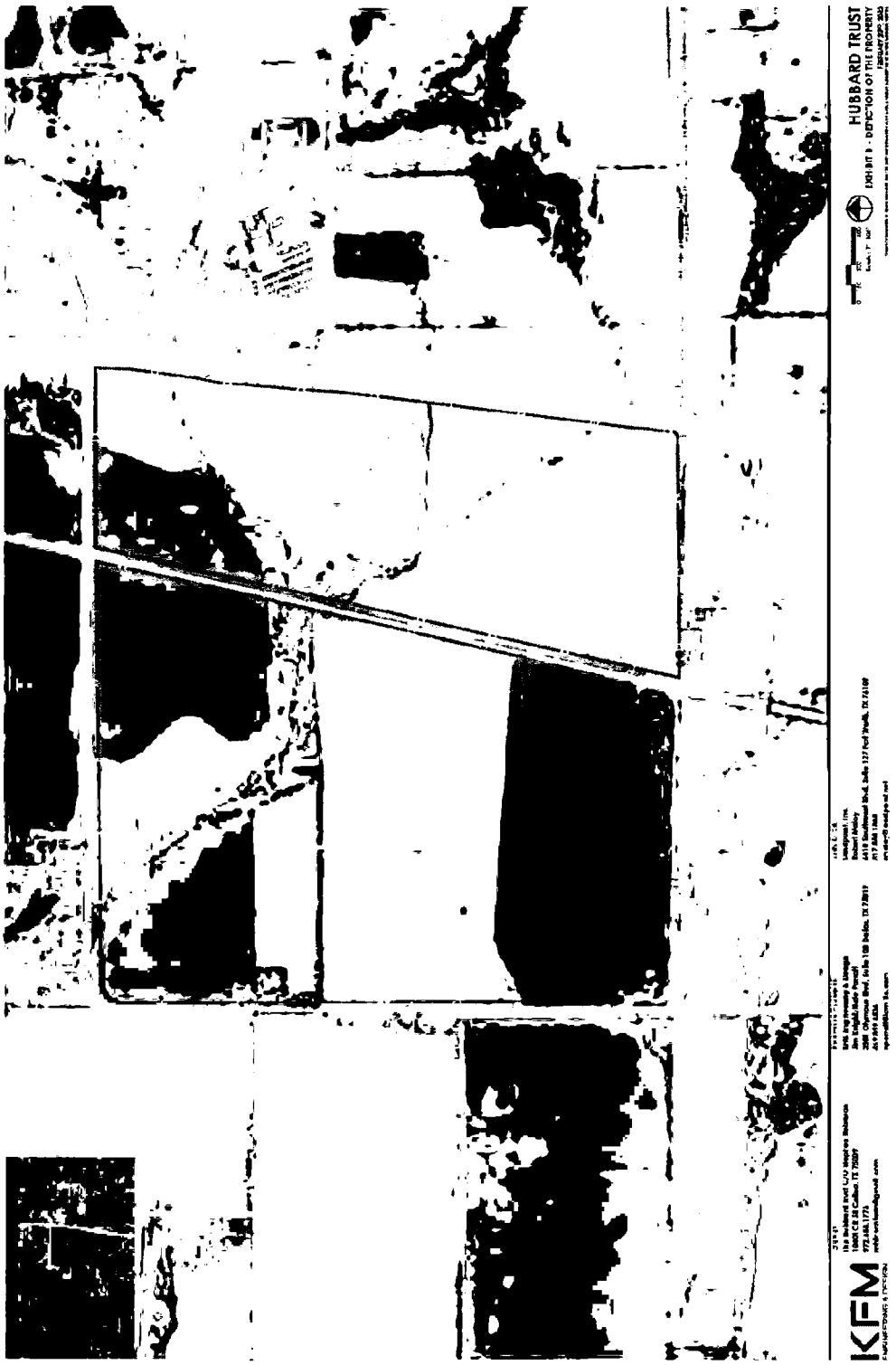


EXHIBIT C
CONCEPT PLAN

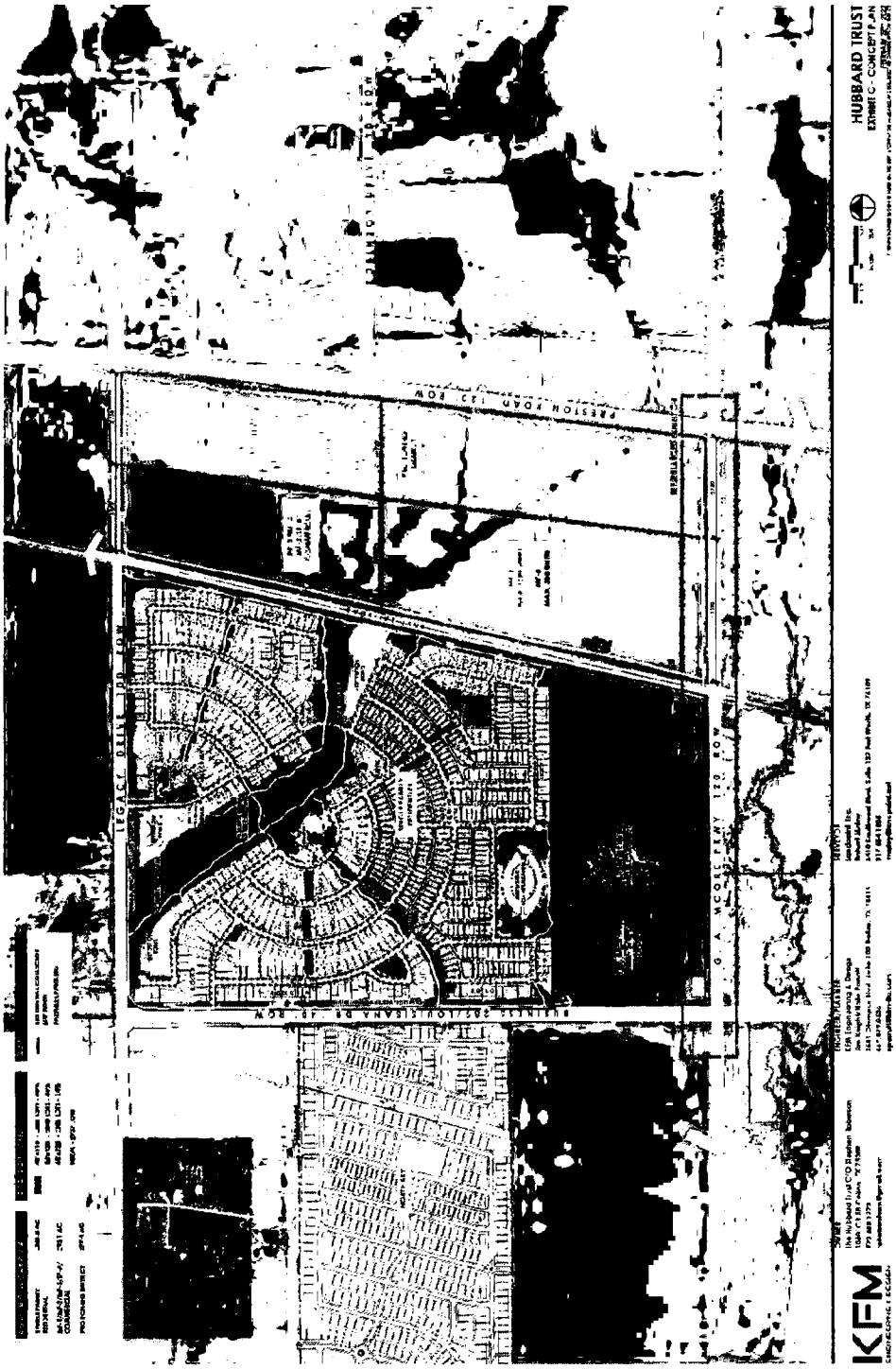


EXHIBIT C-1
ROW DEDICATION

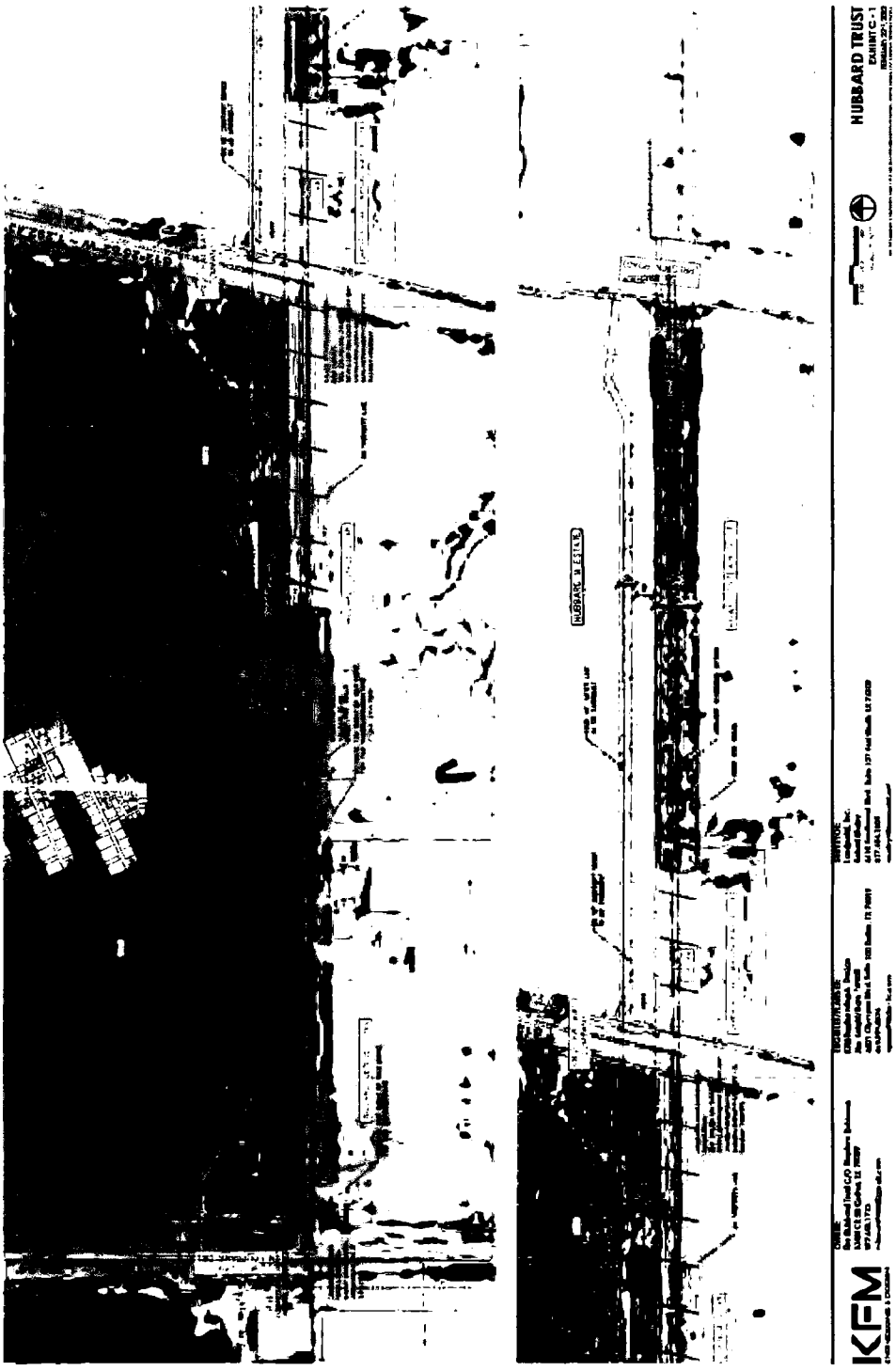


EXHIBIT D
DEVELOPMENT STANDARDS

Purpose

To create an exceptional, quality neighborhood for the City and the benefit of Celina ISD in furtherance of the purposes of the Moses and Mary Jane Hubbard Trust. In general, design standards will follow all applicable City standards, and land uses shall be determined here within.

Concept Plan

The Property shall generally develop in accordance 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 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 per the Trails Master Map, as shown on the Concept Plan.
- 10' concrete sidewalks in accordance with the City's Trails Plan/Engineering Standards for the surrounding thoroughfares.
- 8' concrete trail will be provided through the linear park system, generally as depicted in the Concept Plan, and will connect to the Regional Trail System.
- Trail along creek to extend/connect to Legacy Drive to the north by using the creek or "Street C."
- 8' trail to connect amenity center with Louisiana Drive.
- Multiple trail connections to the adjacent residential developments, generally as shown on the Concept Plan.
- The linear trail and open Space/HOA amenities, including fitness, pool, fire pits, grills, sitting areas, etc., dog park, playgrounds, frisbee golf, and other amenities to be presented by the Developer and approved by the City at the time of Final Plat.
- One large amenity center located east of Louisiana Drive/Business 289 and south of the floodplain that will include an open-air pavilion, a swimming pool, bathrooms, dog park,

and playground. The large, centralized amenity park overlooking greenbelt park system will serve as amenity for all single family detached development.

- A secondary amenity space north of the floodplain that will include sport court, a dog park and a water feature which could comply as a neighborhood pool, toddler splash pad, etc. Second amenities area will include a grass play area for children's sports.
- Any additional amenities are at the developer's discretion.
- all other MF-0/MF-2/MF-3/SF-A/C tracts will provide open space and amenities per the Zoning Ordinance.
- A public sports field near the southern portion of the development, per the Concept Plan, is required, to be owned and maintained by the HOA.
- A linear greenbelt park system, combined with the in-tract open spaces as depicted on the Concept Plan to meet 100% of the open space requirements for all west of the BNSF Railroad.

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, MF-0, Horizontal Multifamily District, MF-2, Multifamily Urban Edge District, MF-3, Multifamily Urban Living District, SF-A, Single-Family Residential Attached District, C, Commercial, Office, and Retail District, and PRO, Preston Road Overlay District and shall abide by the design standards of the City, 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:

1. 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:

- Maximum overall density: 4.0 units/acre.
- Lots less than 55' in width shall 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	Medium lot size(s)	Large lot size(s)
Min. Width	40'	55'	60'
Lot % (Min/Max)	(0/40)	flexible	(10/0)

- Minimum lot size variation is 5.0' between 55' and 60' products.
- Front and rear year setbacks shall be the following:
    - Front/rear yards for 55' 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'.

2. Flex Tract (pink).

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- In the Flex tract, any lot less than 60' in width shall be served by an alley
- Maximum number of Townhome (SF-A) units: 300
- Maximum number of MF-2/MF-3 units: 1,200
- Maximum number of MF-0 units: 300
- MF-0 land uses shall abide by the additional standards, below:
- Maximum overall density of 12 units/acre.
- Maximum building height is 36' and two (2) stories.
- A 6' masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
- MF-0: Wooden privacy residential fences are allowed within landscape setback, except landscape setbacks along public rights-of-way. Required perimeter trees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
- Parking shall be a minimum of 1.5 space/unit.
- All units/buildings shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.

3. Regulations for C:

- The City's base non-residential district permits a broad range of retail, office, and commercial land uses.
- A minimum depth of 750' along Preston Road shall be reserved for C zoning and development.
- The first gas station (and any secondary gas station associated with a big box land use) does not require a SUP (Specific Use Permit) as currently required in the Zoning Ordinance.

EXHIBIT E-1
PARKS AND OPEN SPACE IMPROVEMENTS

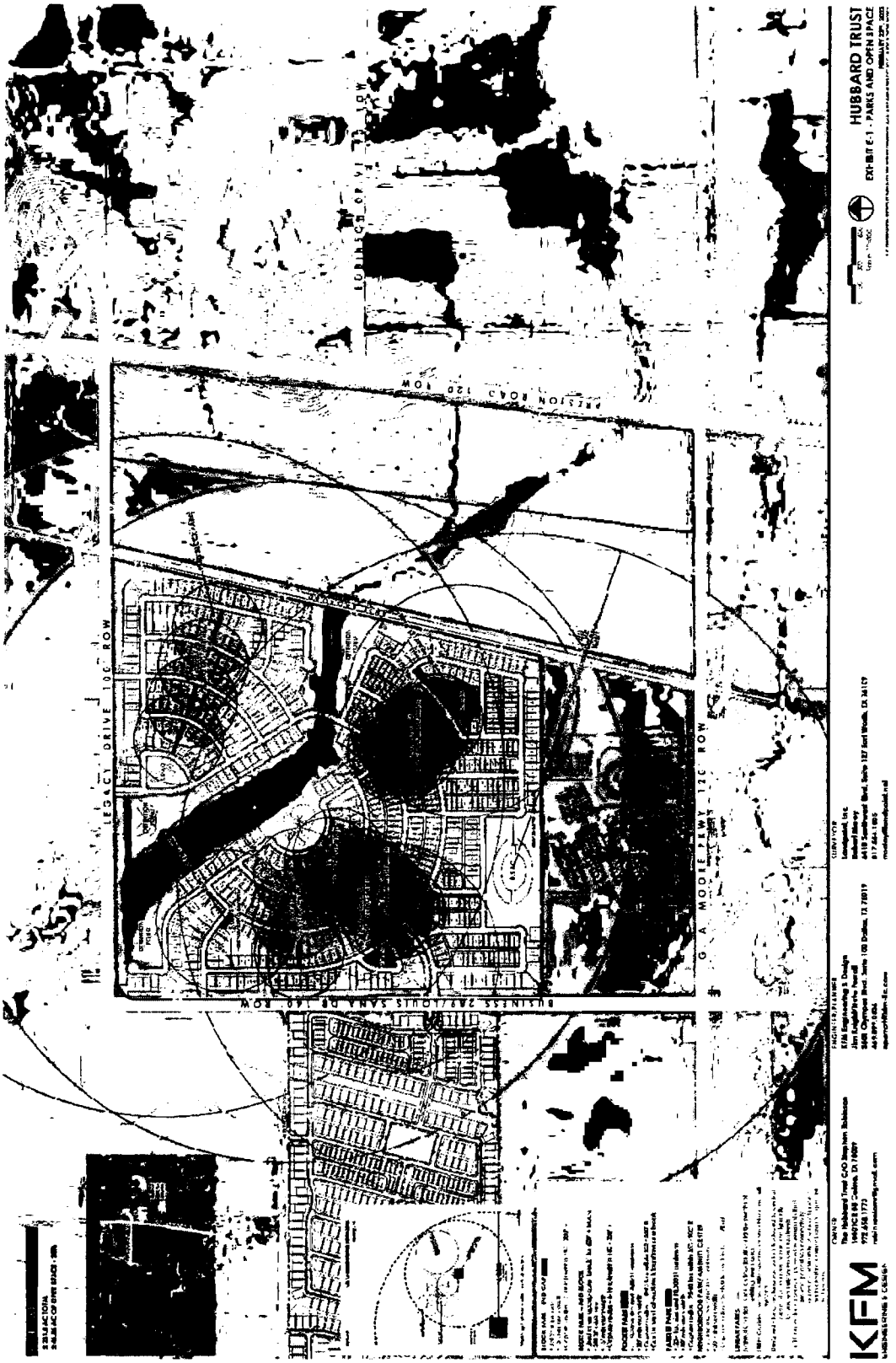


EXHIBIT E-2
TRAIL IMPROVEMENTS

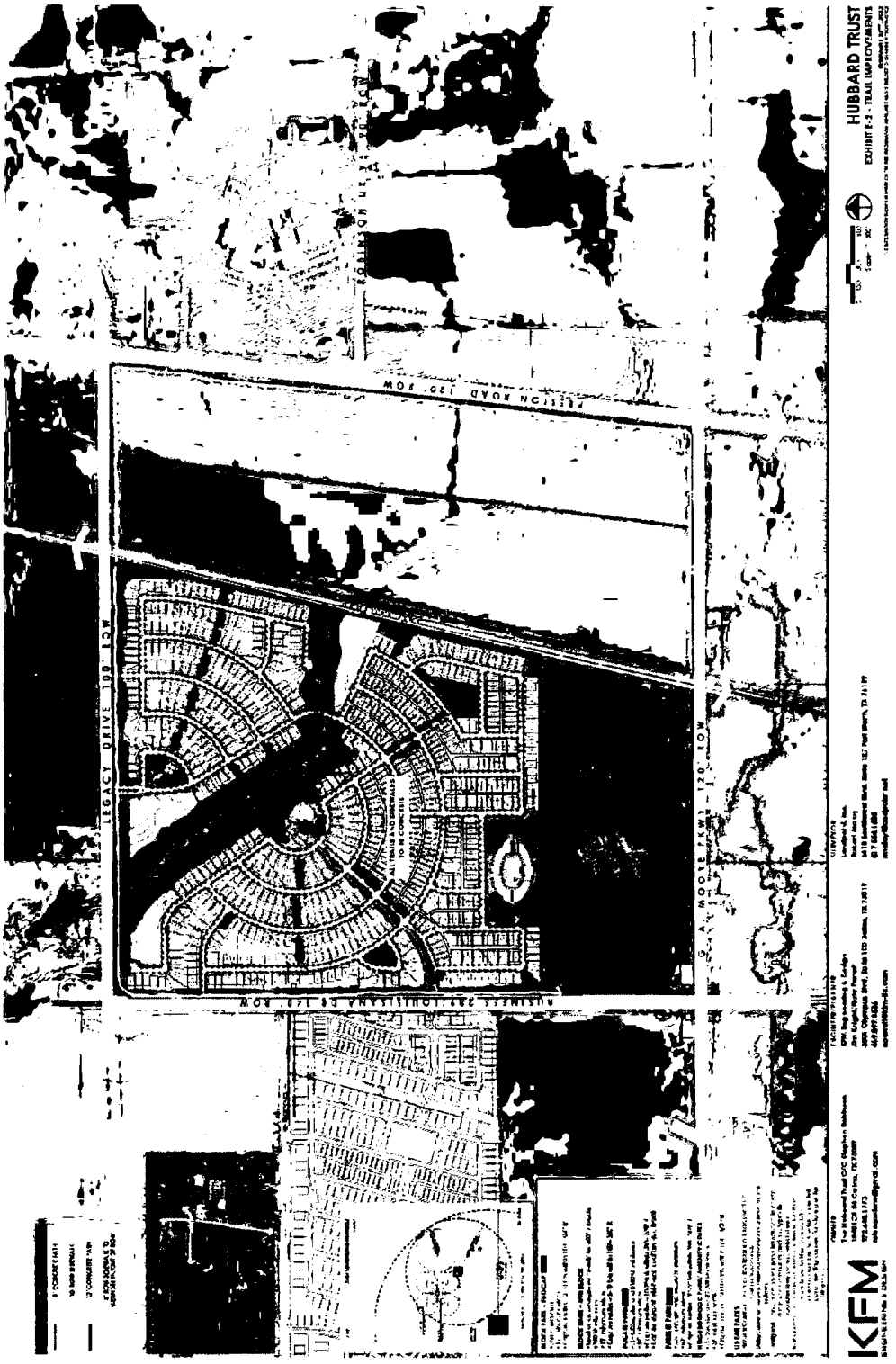


EXHIBIT F
ROADWAY IMPROVEMENTS

Intentionally Omitted

EXHIBIT G
WATER IMPROVEMENTS

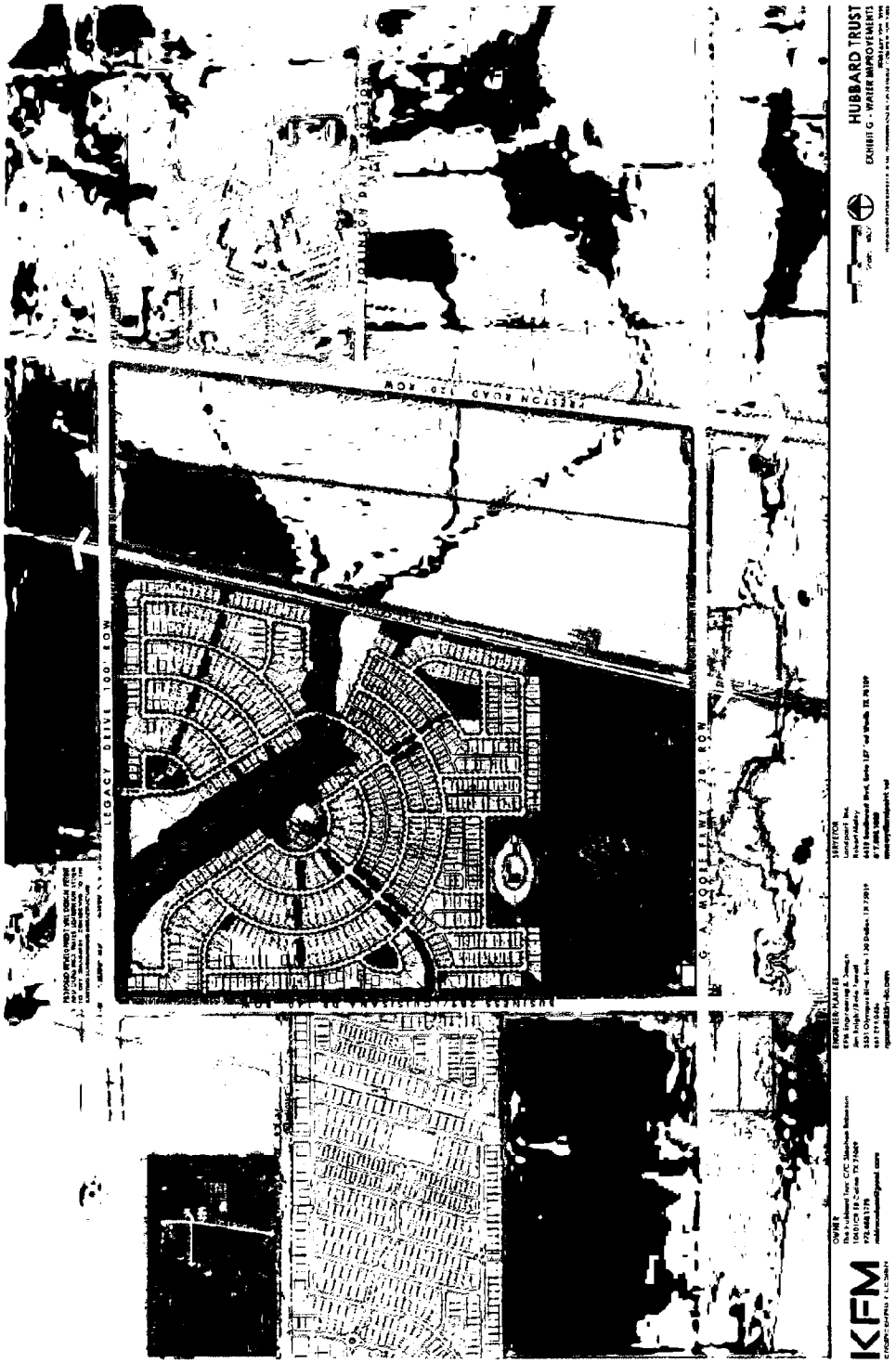


EXHIBIT H
WASTEWATER IMPROVEMENTS

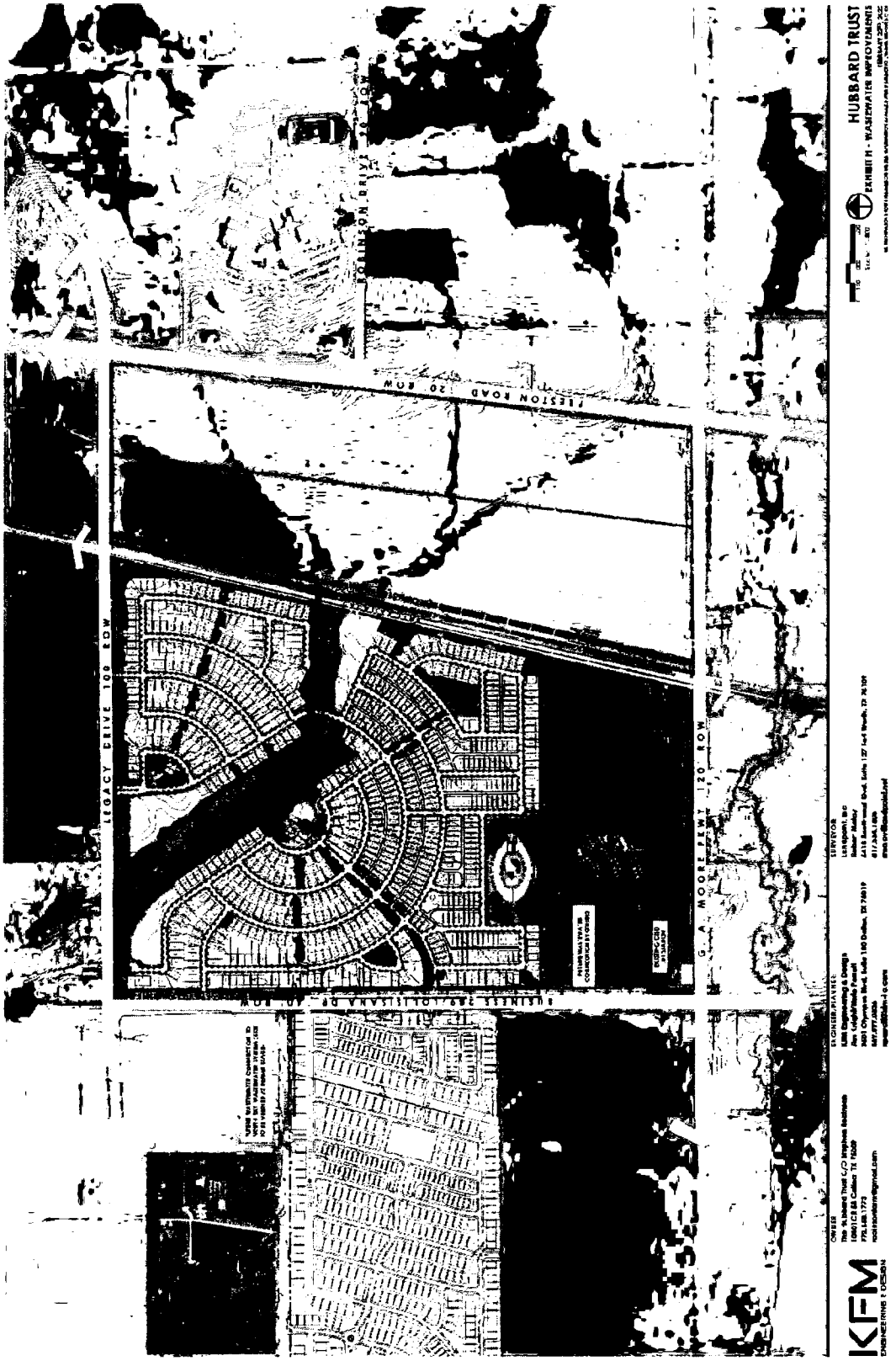


EXHIBIT I
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

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 (Collin) County, Texas, containing approximately 426.71 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.

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 _____, 2022, 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 _____, 2022, 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 county, 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: 2022000150591

eRecording - Real Property

AGREEMENT

Recorded On: October 10, 2022 09:09 AM

Number of Pages: 57

" Examined and Charged as Follows: "

Total Recording: $246.00

********** **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:	2022000150591
Receipt Number:	20221010000101
Recorded Date/Time:	October 10, 2022 09:09 AM
User:	Christina G
Station:	Station 9

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 417 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Horizontal Multi-Family District (MF-0), Multi-Family Urban Edge District (MF-2), Multi-Family Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), Commercial, Office, & Retail District (C), and Preston Road Overlay District (PRO) base zoning, and modified development standards; generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive. (Wildhorse (Hubbard Tract) – PD Zoning) (Mohan)

Background Information:
The subject property is approximately 417 acres. A Development Agreement was approved by the City Council in October 2022 that outlines the future annexation and zoning for the property. The applicant is proposing to develop the single-family portion of the project. The applicant requests to voluntarily annex the entire 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. Ordinance

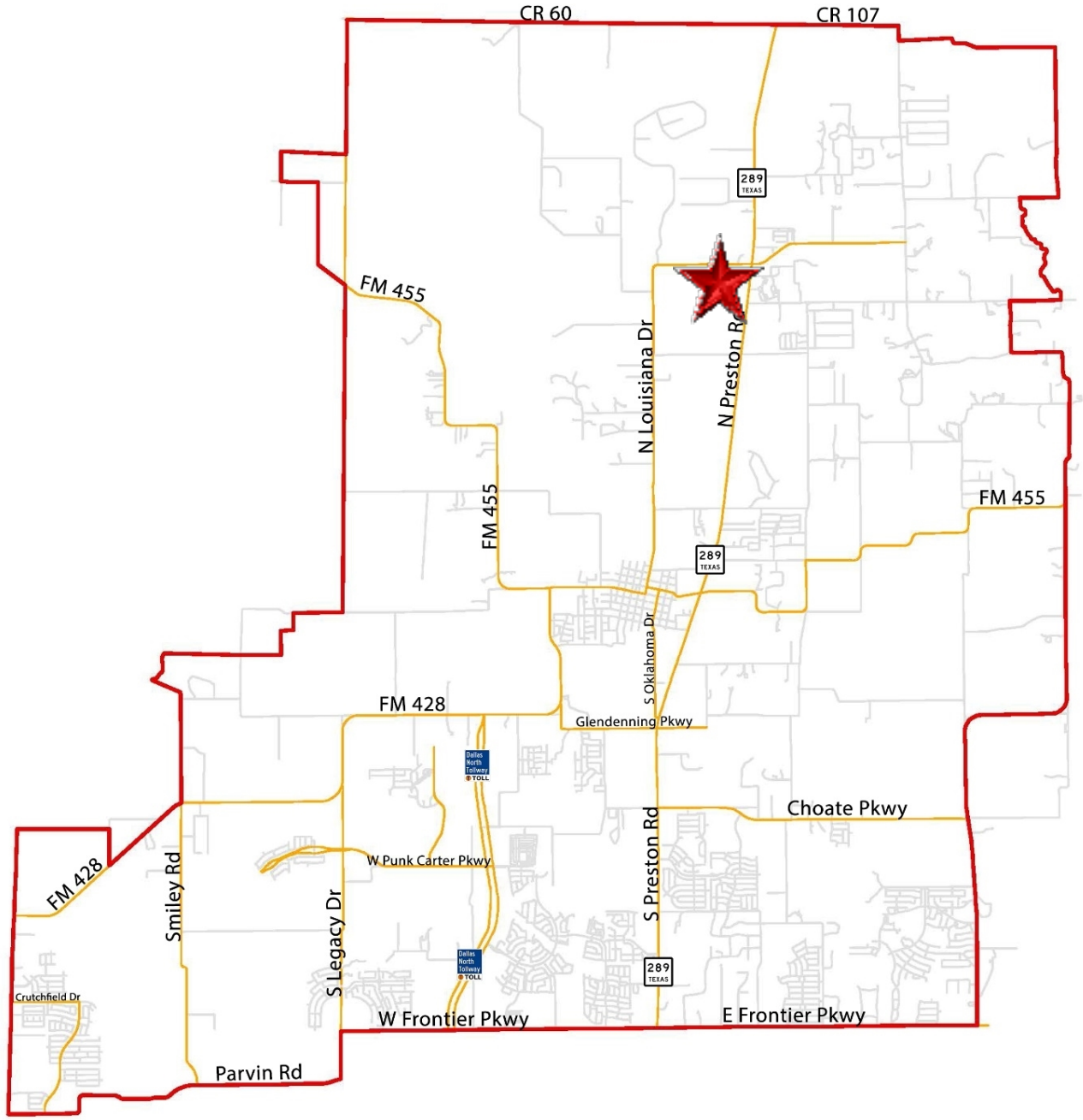
Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented

WILDHORSE (HUBBARD TRACT)

Annexation & PD Zoning

City Council
October 14, 2025


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
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FM 455
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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
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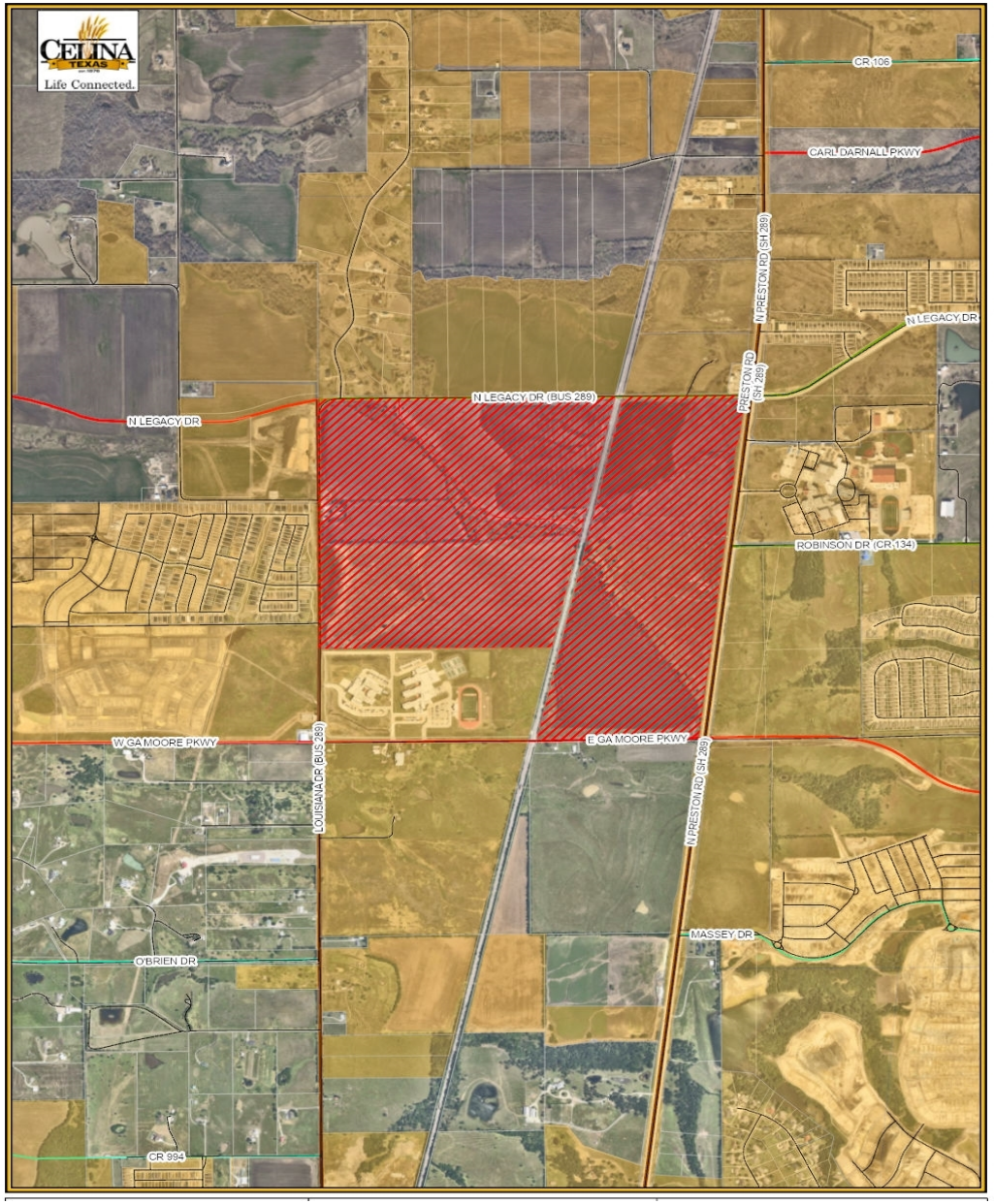
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southeast corner of Carthage Road (future Legacy Drive) and Louisiana Drive

BACKGROUND

- The subject property is approximately 417 acres
- A Development Agreement was approved by the City Council in October 2022 that outlines the future annexation and zoning for the property
- The applicant is proposing to develop the single-family neighborhood portion of the project
- The applicant's request is to zone the property to a Planned Development (PD) that conforms to the approved Development Agreement

OVERVIEW

The Development Agreement allows the following within the PD:

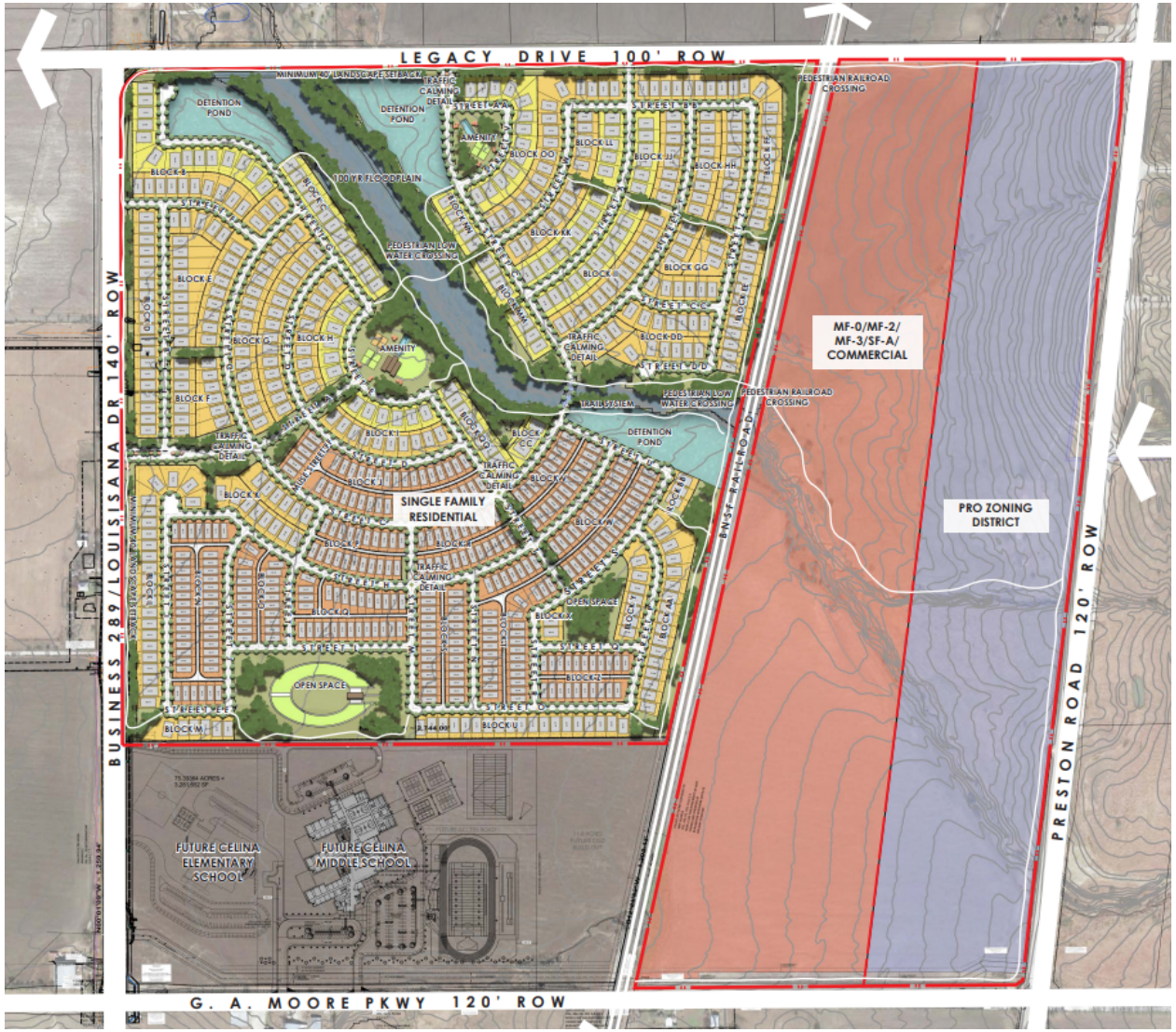
- The single-family neighborhood has the following lot mix:
  - 40’ (max. 40%)
  - 55’ (45%)
  - 60’(min. 10%) wide lots
- Flex area:
  - Max. 300 Townhomes
  - Max. 1,200 MF-2/MF-3
  - Max. 300 MF-0
- First 750’ (78 acres) along Preston reserved for Commercial with Preston Road Overlay

CONCEPT PLAN

SFR LOT MIX

- 40'x115' - ±310 LOTS - 40%
- 55'x125' - ±346 LOTS - 45%
- 60'x125' - ±108 LOTS - 15%

TOTAL - ±766 LOTS

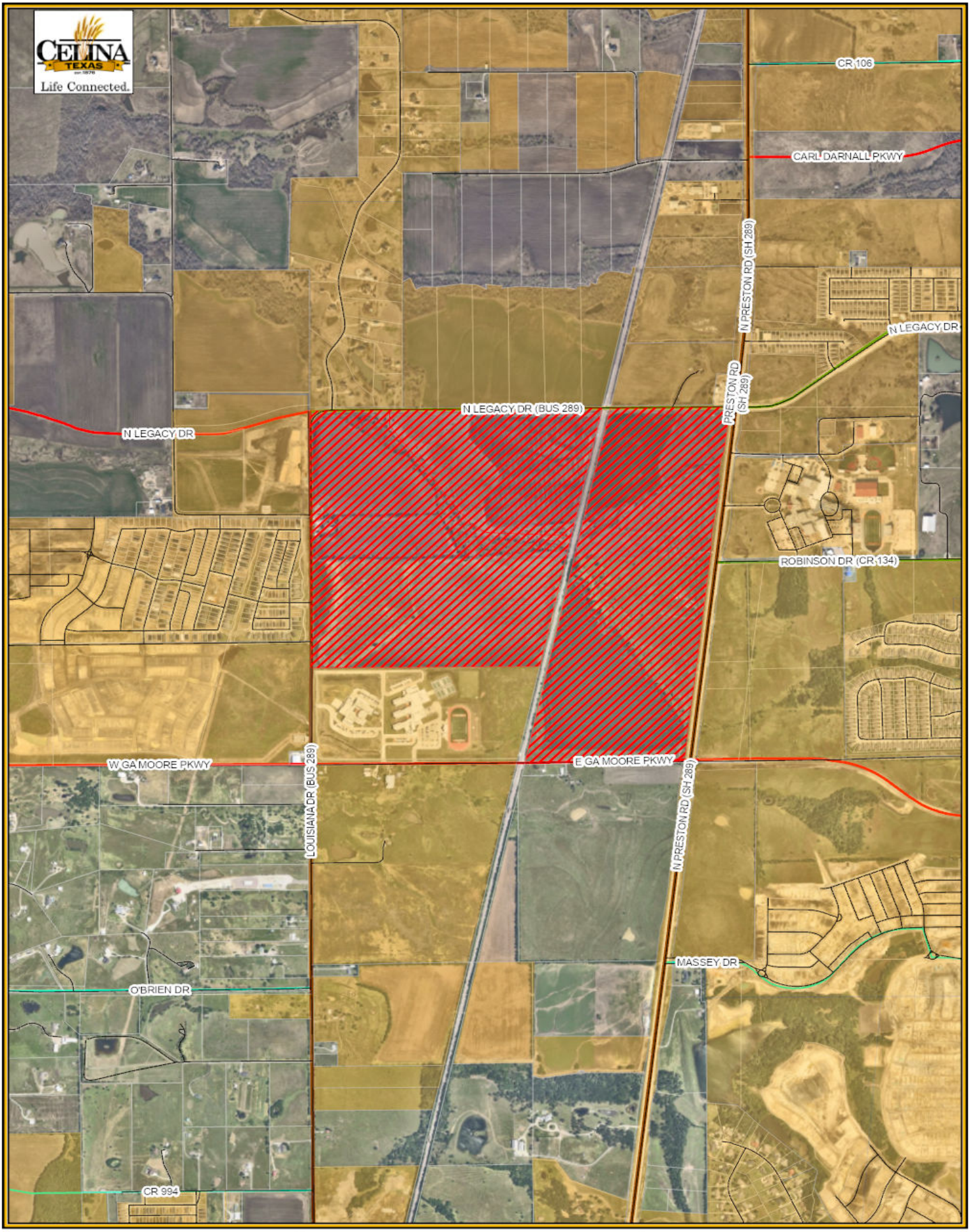


POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- The project brings approximately 417 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 (5-0) at its regular meeting in September
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-06 Wildhorse(Hubbard Tract) - PD Zoning Location Map

6/3/2025

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Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-_____
WILDHORSE (HUBBARD TRACT)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 417 ACRES LOCATED IN THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF CARTHAGE ROAD (FUTURE LEGACY DRIVE) AND LOUISIANA DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 160 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), HORIZONTAL MULTI-FAMILY DISTRICT (MF-0), MULTI-FAMILY URBAN EDGE DISTRICT (MF-2), MULTI-FAMILY URBAN LIVING DISTRICT (MF-3), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), AND PRESTON ROAD OVERLAY DISTRICT (PRO), 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, and Development Standards, set forth in Exhibits "C", "D", and "E", 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. 160 with a base zoning of Single-Family Residential, Detached District (SF-R), Horizontal Multi-Family District (MF-O), Multi-Family Urban Edge District (MF-2), Multi-Family Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), Commercial, Office, & Retail District (C), and Preston Road Overlay District (PRO), 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:	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. 160 with a base zoning of Single-Family Residential, Detached District (SF-R), Horizontal Multi-Family District (MF-O), Multi-Family Urban Edge District (MF-2), Multi-Family Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), Commercial, Office, & Retail District (C), and Preston

Road Overlay District (PRO), with modified development standards, and incorporates the Concept Plan, Open Space Plan, and Development Standards, attached hereto as Exhibit "C", "D", and "E," 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 14th day of October, 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 – HUBBARD TRACT
176.08 ACRES

BEING A 176.08 ACRES OF LAND SITUATED IN THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO MOSES HUBBARD AND WIFE MARY JANE HUBBARD, RECORDED IN VOLUME NO. 29, PAGE 487, DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CALCULATED POINT IN THE APPROXIMATE CENTERLINE OF CARTHAGE ROAD (SPUR 438/BUSINESS 289) FOR THE NORTHWEST CORNER OF SAID 176.08 ACRE TRACT, SAID 176.08 ACRE TRACT, SAME BEING THE SOUTHWEST TRACT OF LAND DESCRIBED IN THE DEED TO MICHEAL VERNON WINCHESTER AND SUZANNE MICHELE WINCHESTER, CO-TRUSTEES, OF THE WINCHESTER FAMILY LIVING TRUST DATED MARCH 7, 2025, RECORDED IN INSTRUMENT NO. 2025000026954, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING IN THE EAST RIGHT-OF-WAY OF THE ST. LOUIS SAN FRANCISCO & TEXAS RAILROAD (100' RIGHT-OF-WAY), AND BEING IN THE NORTH LINE OF A 15' WIDE O.N.T.E.R. RURAL WATER SUPPLY CORPORATION EASEMENT AND RIGHT-OF-WAY, RECORDED IN INSTRUMENT NO. 06-00918767, O.P.R.C.C.T., FROM WHICH THE SOUTHEAST CORNER OF A 30 FOOT WIDE RIGHT-OF-WAY DEDICATION, RECORDED IN CABINET NO. C, PAGE NO. 425, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.) BEARS, SOUTH 89°26'32" WEST, A DISTANCE OF 102.33 FEET TO A CALCULATED POINT;

THENCE NORTH 89°29'38" EAST, WITH THE NORTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 15 FOOT EASEMENT, AND THE APPROXIMATE CENTERLINE OF SAID CARTHAGE ROAD, A DISTANCE OF 1219.43 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF A CALLED 0.202 ACRE RIGHT-OF-WAY DEDICATION, RECORDED IN INSTRUMENT NO. 2024010000530, P.R.C.C.T., SAME BEING THE SOUTHEAST CORNER OF SAID 26.705 ACRE TRACT;

THENCE NORTH 89°29'38" EAST, WITH THE NORTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 15 FOOT EASEMENT, AND THE APPROXIMATE CENTERLINE OF SAID CARTHAGE ROAD, A DISTANCE OF 160.40 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 0.202 ACRE RIGHT-OF-WAY DEDICATION, AND BEING AN ANGLE POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 (PRESTON ROAD, VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WITH THE EAST LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 THE FOLLOWING COURSES AND DISTANCES;

1. SOUTH 05°34'06" WEST, A DISTANCE OF 29.89 FEET TO A CALCULATED POINT;

2. SOUTH 40°11'19" EAST, A DISTANCE OF 65.83 FEET TO A CALCULATED POINT;

3. SOUTH 06°40'42" WEST, A DISTANCE OF 513.37 FEET TO A CALCULATED POINT;

4. SOUTH 23°25'42" WEST, A DISTANCE OF 104.41 FEET TO A CALCULATED POINT;

5. SOUTH 06°40'45" WEST, A DISTANCE OF 199.97 FEET TO A CALCULATED POINT;

6. SOUTH 01°49'55" EAST, A DISTANCE OF 202.20 FEET TO A CALCULATED POINT;

7. SOUTH 10°29'42" WEST, A DISTANCE OF 298.05 FEET TO A CALCULATED POINT;

8. SOUTH 06°40'42" WEST, A DISTANCE OF 299.95 FEET TO A CALCULATED POINT;

9. SOUTH 06°07'58" WEST, A DISTANCE OF 2102.34 FEET TO A CALCULATED POINT;

10. SOUTH 12°25'48" WEST, A DISTANCE OF 200.98 FEET TO A CALCULATED POINT;

11. SOUTH 06°40'45" WEST, A DISTANCE OF 99.98 FEET TO A CALCULATED POINT;

12. SOUTH 02°50'11" WEST, A DISTANCE OF 300.63 FEET TO A CALCULATED POINT;

13. SOUTH 06°40'42" WEST, A DISTANCE OF 221.77 FEET TO A CALCULATED POINT;

14. SOUTH 48°05'42" WEST, A DISTANCE OF 44.99 FEET TO A CALCULATED POINT;

15. SOUTH 06°52'27" WEST, A DISTANCE OF 19.66 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 107.134 ACRE TRACT DESCRIBED IN THE DEED TO POWAY ENTERPRISE, LP., RECORDED IN INSTRUMENT NO. 2001-0081761, O.P.R.C.C.T., AND BEING IN THE APPROXIMATE CENTER OF E. GA. MOORE ROAD (PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 89°42'02" WEST, WITH THE SOUTH LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 107.134 ACRE TRACT, AND BEING WITH THE APPROXIMATE CENTER OF SAID E. GA. MOORE ROAD, A DISTANCE OF 1366.62 FEET TO A CALCULATED POINT FOR AN ANGLE POINT IN THE SOUTH LINE OF THE NORTHWEST CORNER OF SAID 107.134 ACRE TRACT, AND BEING THE NORTHEAST CORNER OF A CALLED 2.01 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MARGIE FAY SHINPAUGH, RECORDED IN INSTRUMENT NO. 2022000169060, O.P.R.C.C.T.;

THENCE SOUTH 89°29'26" WEST, WITH THE SOUTH LINE OF SAID 176.08 ACRE TRACT,

SAME BEING THE NORTH LINE OF SAID 2.01 ACRE TRACT, AND BEING WITH THE APPROXIMATE CENTER OF SAID E. GA. MOORE ROAD, A DISTANCE OF 512.23 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF SAID 176.08 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 2.01 ACRE TRACT,AND BEING IN THE EAST LINE OF SAID ST. LOUIS SAN FRANCISCO & TEXAS RAILROAD;

THENCE NORTH 12°26'51" EAST, WITH THE WEST LINE OF SAID 176.08 ACRE TRACT, SAME BEING THE EAST LINE OF SAID RAILROAD, A DISTANCE OF 4744.43 FEET THE POINT OF BEGINNING AND CONTAINING 176.076 ACRES (7,669,895 SQUARE FEET) OF LAND, MORE OR LESS.

BOUNDARY DESCRIPTION – WILDHORSE TRACT
240.754 ACRES

BEING ALL OF A CALLED 240.754 ACRES OF LAND SITUATED IN THE W.H. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN INSTRUMENT NO. 202400092335, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CALCULATED POINT IN THE APPROXIMATE CENTER OF CARTHAGE ROAD (SPUR 438/BUSINESS 289) FOR THE NORTHWEST CORNER OF SAID 240.754 ACRE TRACT, ALSO BEING IN THE EAST LINE OF A CALLED 58.684 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA 58, LP., RECORDED IN INSTRUMENT NO. 20210909001833390, O.P.R.C.C.T. AND BEING IN THE SOUTH LINE OF A 45-FOOT WIDE RIGHT-OF-WAY DEDICATION RECORDED IN CABINET J, PAGE 559, PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89°21'38" EAST, WITH THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING WITH THE SAID SOUTH LINE OF 45-FOOT WIDE RIGHT-OF-WAY DEDICATION, AND BEING THE APPROXIMATE CENTER OF SAID CARTHAGE ROAD, A DISTANCE OF 1109.47 FEET TO A CALCULATED POINT IN THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS LOT 3R-2A, BLOCK B NORTH PRESTON LAKES ESTATES, RECORDED IN INSTRUMENT NO. 2011-10, P.R.C.C.T., AND BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS LOT 1, PRESTON 450 ADDITION, RECORDED IN CABINET C, PAGE 425, P.R.C.C.T.;

THENCE NORTH 89°26'52" EAST, WITH THE NORTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID PRESTON 450 ADDITION, AND WITH THE APPROXIMATE CENTER OF SAID CARTHAGE ROAD,A DISTANCE OF 2385.62 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF 30 FOOT WIDE RIGHT-OF-WAY EASEMENT, RECORDED IN CABINET C, PAGE 425, P.R.C.C.T., AND BEING IN THE WEST LINE OF THE ST. LOUIS, SAN FRANCISCO & TEXAS RAILROAD (100; RIGHT-OF-WAY);

THENCE SOUTH 12°26'51" WEST, WITH THE EAST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE WEST LINE OF SAID RAILROAD,A DISTANCE OF 3454.39 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 75.336 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA ISD, RECORDED IN INSTRUMENT NO. 20210208000267470, O.P.R.C.C.T.;

THENCE SOUTH 89°32'48" WEST, WITH THE SOUTH LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 75.336 ACRE TRACT, A DISTANCE OF 2743.91 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 75.336 ACRE TRACT, AND BEING IN THE EAST LINE OF A CALLED 148.703 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO

ARIANA, LLC, RECORDED IN INSTRUMENT NO. 20180730000947040, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING IN THE APPROXIMATE CENTER OF NORTH LOUISIANA DRIVE (BUSINESS 289);

THENCE NORTH 00°01'24" WEST, WITH THE WEST LINE OF SAID 240.754 ACRE TRACT, AND WITH THE APPROXIMATE CENTER OF SAID LOUISIANA DRIVE, A DISTANCE OF 2001.59 FEET TO A CALCULATED POINT IN WEST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 153.177 ACRE TRACT OF LAND DESCRIBED IN AS TRACT 1 IN THE DEED TO CCD-NORTH SKY, LLC. RECORDED IN INSTRUMENT NO. 20210325000596630, O.P.R.C.C.T., AND BEING THE SOUTHEAST CORNER OF A CALLED 58.684 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CELINA 58, LP., RECORDED IN INSTRUMENT NO. 20210909001833390, O.P.R.C.C.T., SAME BEING IN THE APPROXIMATE CENTER OF SAID NORTH LOUISIANA DRIVE (BUSINESS 289);

THENCE NORTH 00°14'25" WEST, WITH THE WEST LINE OF SAID 240.754 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 58.684 ACRE TRACT, AND WITH THE APPROXIMATE CENTER LINE OF SAID LOUISIANA DRIVE, A DISTANCE OF 1357.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 240.753 ACRES (10,487,236 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit B
Depiction of Property

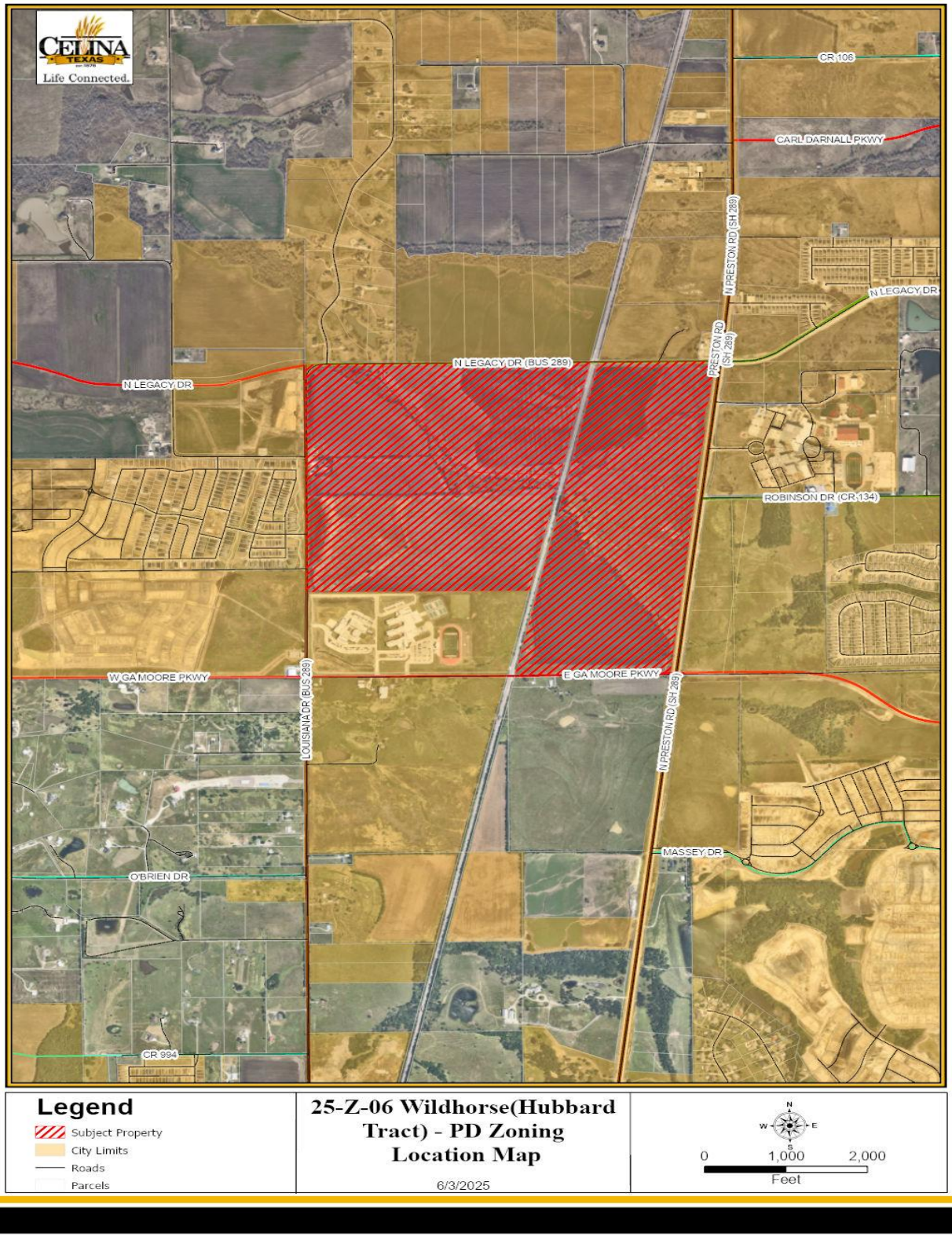


Exhibit C
Concept Plan

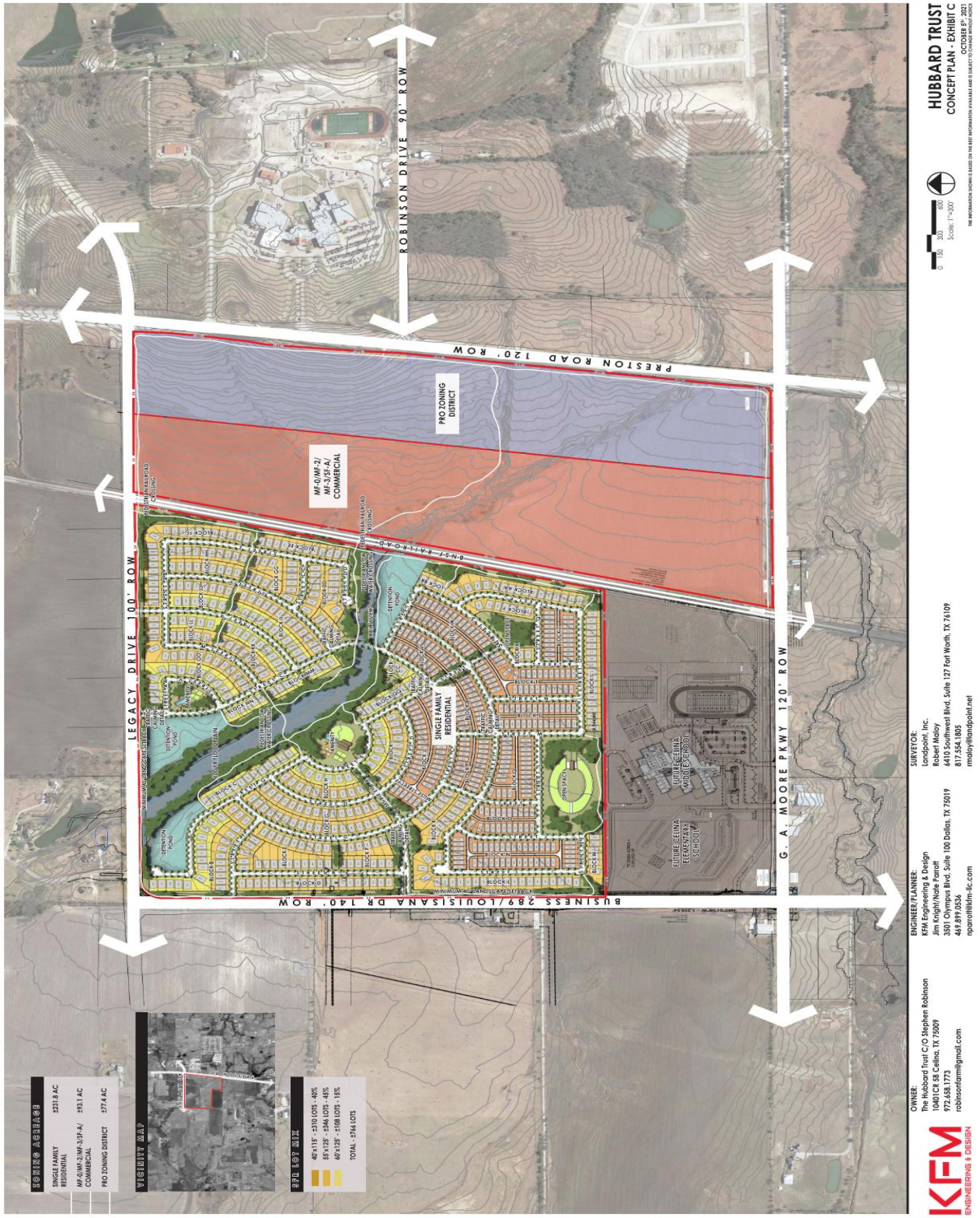


Exhibit D
Open Space Plan

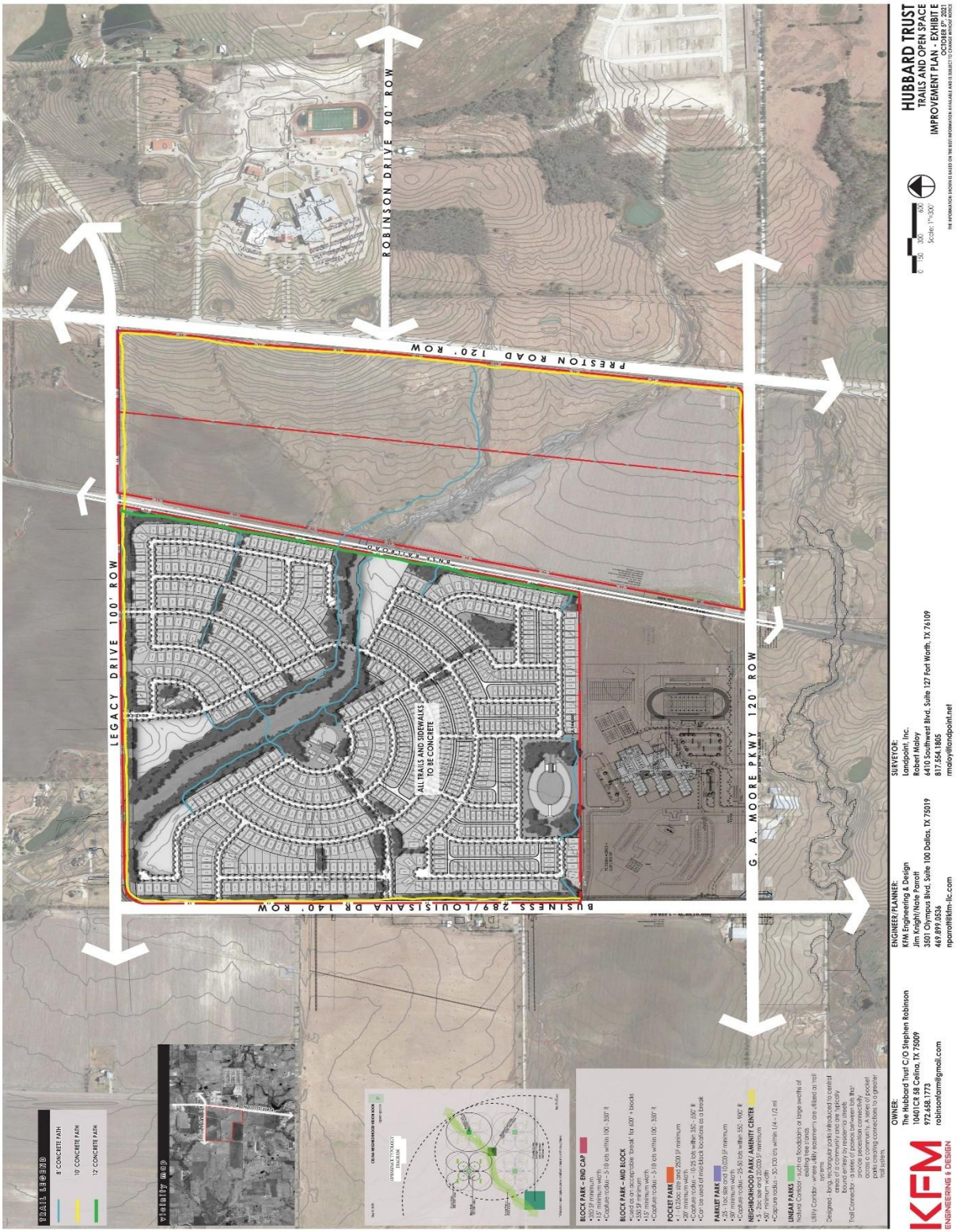


Exhibit E
Development Standards

Purpose

To create an exceptional, quality neighborhood for the City and the benefit of Celina ISD in furtherance of the purposes of the Moses and Mary Jane Hubbard Trust and Forestar (USA) Real Estate Group Inc. In general, design standards will follow all applicable City standards, and land uses shall be determined here within.

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 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 per the Trails Master Map, as shown on the Concept Plan.
- 10' concrete sidewalks in accordance with the City's Trails Plan/Engineering Standards for the surrounding thoroughfares.
- 8' concrete trail will be provided through the linear park system, generally as depicted in the Concept Plan, and will connect to the Regional Trail System.
- Trail along creek to extend/connect to Legacy Drive to the north by using the creek or "Street C."
- 8' trail to connect amenity center with Louisiana Drive.
- Multiple trail connections to the adjacent residential developments, generally as shown on the Concept Plan.
- The linear trail and open Space/HOA amenities, including fitness, pool, fire pits, grills, sitting areas, etc., dog park, playgrounds, frisbee golf, and other amenities to be presented by the Developer and approved by the City at the time of Final Plat.
- One large amenity center located east of Louisiana Drive/Business 289 and south of the floodplain that will include an open-air pavilion, a swimming pool, bathrooms, dog park, and playground. The large, centralized amenity park overlooking greenbelt park system will serve as amenity for all single family detached development.

- A secondary amenity space north of the floodplain that will include sport court, a dog park and a water feature which could comply as a neighborhood pool, toddler splash pad, etc. Second amenities area will include a grass play area for children's sports.
- Any additional amenities are at the developer's discretion.
- all other MF-0/MF-2/MF-3/SF-A/C tracts will provide open space and amenities per the Zoning Ordinance.
- A public sports field near the southern portion of the development, per the Concept Plan, is required, to be owned and maintained by the HOA.
- A linear greenbelt park system, combined with the in-tract open spaces as depicted on the Concept Plan to meet 100% of the open space requirements for all west of the BNSF Railroad.

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, MF-0, Horizontal Multifamily District, MF-2, Multifamily Urban Edge District, MF-3, Multifamily Urban Living District, SF-A, Single-Family Residential Attached District, C, Commercial, Office, and Retail District, and PRO, Preston Road Overlay District and shall abide by the design standards of the City, 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:

1. **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:

- Maximum overall density: 4.0 units/acre.
- Lots less than 55' in width shall 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	Medium lot size(s)	Large lot size(s)
Min. Width	40'	55'	60'
Lot % (Min/Max)	(0/40)	flexible	(10/0)

- Minimum lot size variation is 5.0' between 55' and 60' products.

- Front and rear year setbacks shall be the following:
  - Front/rear yards for 55' 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'.

2. **Flex Tract (pink)**.

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- In the Flex tract, any lot less than 60’ in width shall be served by an alley
- Maximum number of Townhome (SF-A) units: 300
- Maximum number of MF-2/MF-3 units: 1,200
- Maximum number of MF-0 units: 300
- MF-0 land uses shall abide by the additional standards, below:
    - Maximum overall density of 12 units/acre.
    - Maximum building height is 36’ and two (2) stories.
    - A 6’ masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
    - MF-0: Wooden privacy residential fences are allowed within landscape setback, except landscape setbacks along public rights-of-way. Required perimeter trees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
    - Parking shall be a minimum of 1.5 space/unit.
    - All units/buildings shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.

3. Regulations for C:

- The City’s base non-residential district permits a broad range of retail, office, and commercial land uses.
- A minimum depth of 750’ along Preston Road shall be reserved for C zoning and development.
- The first gas station (and any secondary gas station associated with a big box land use) does not require a SUP (Specific Use Permit) as currently required in the Zoning Ordinance.

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: October 14, 2025

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part One: Architectural Design Standards. (Text Amendment) (McAfee)

Background Information:
Maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework. The original masonry Ordinance was adopted in 2004. The Architectural Design Standards were adopted in 2018. The Architectural Design Standards are intended to establish minimum standards for the appearance and quality of buildings that are recognized as enhancing property values and sustainability.

This item was taken to the Planning & Zoning Commission and City Council for Work Sessions at the July 2025 and August 2025 regular meetings, respectively. The Planning & Zoning Commission unanimously recommended approval at the September 2025 regular meeting.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Architectural Standards - Redline
3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

ARCHITECTURAL DESIGN STANDARDS

ORDINANCE UPDATE

City Council
October 14, 2025

BACKGROUND

- Maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework
- Original masonry ordinance adopted in 2004
- Architectural Design Standards adopted in 2018
- Intended to establish minimum standards for appearance and quality of buildings that are recognized as enhancing property values & sustainability

TIMELINE

- ~~July P&Z – discussion~~
- ~~August Council – discussion~~
- ~~September P&Z – public hearing~~
- October Council – public hearing & adoption

The Development Community was solicited for input in the spring

BASICS OF ARCHITECTURAL DESIGN

Process

- New residential (single-family attached & detached), commercial, multi-family, and industrial developments submit facade plans prior to construction
- Staff reviews the plans for conformity to the Architectural Design Standards section of the Zoning Ordinance

BASICS OF ARCHITECTURAL DESIGN

General Standards

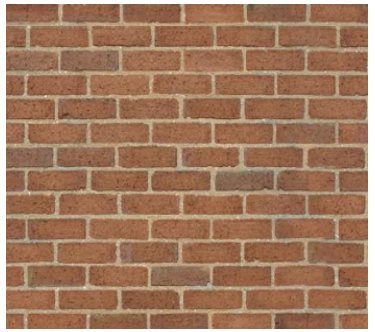
- All developments are required to meet material percentages (Category A, B, and C)
- Distinction between construction methods (building code) v. exterior materials (zoning) (i.e. we're discussing the veneer)
- The dominant color of all buildings shall be muted shades of color that are subtle, neutral, or earthen tones

BASICS OF ARCHITECTURAL DESIGN

- **Category A**: materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed.
- **Category B**: materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building, and are considered as somewhat less desirable than those materials listed in Category A.

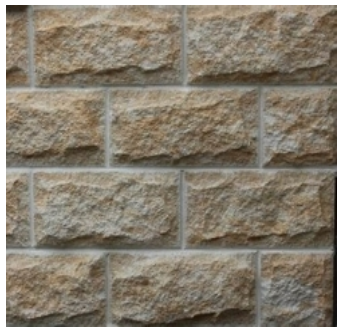
BASICS OF ARCHITECTURAL DESIGN

- Category A – superior products (brick or stone)
- Category B – acceptable products (stucco, split-faced CMU, fiber cement)
- Category C – limited use products (metal, natural wood, tile, glass block, EIFS, engineered wood)


Brick

Stone

Stucco


Split-faced CMU

EIFS

Engineered Wood

BASICS OF ARCHITECTURAL DESIGN

Residential Structures

- Minimum 80% Category A; Maximum 20% Category B
- Applies to front elevation & also to entire house
- Downtown has its own “faux-historic” requirement
- On a case-by-case basis, Council has provided architectural relief, in some instances, mostly for estate neighborhoods or neighborhoods adjacent to downtown

POLICY REASONS FOR FLEXIBILITY

- DFW, especially Collin County, is heavy masonry and has resulted in a homogenous visual environment (brick/stone)
- The market has trended to more diverse options over the years
- Celina's local market ($600,000+) ensures a minimum quality level
- The sub-prime era (late 90s, early 2000s) starter home boxes with inferior exterior materials are unlikely to be built here
- Several popular styles of home are not allowed in Celina
- Fiber cement is already an approved material (the recommendation simply allows more of it)

POLICY REASONS AGAINST FLEXIBILITY

- Heavy masonry (brick/stone) is:
  - Proven
  - Durable
  - Sustains & protects value
  - Attractive
  - Understood
- Some believe that the use of stucco and fiber cement board is lower quality
- Alternate building materials on smaller suburban lots may look cheap or have unforeseen ripple effects
- Materials are a negotiated deal point in all development agreements

BASICS OF ARCHITECTURAL DESIGN

Multi-Family Structures

- Primary Facades: 80% Category A, 20% Category B
- Secondary Facades: 50% Category A, 50% Category B
- No substantive changes proposed

BASICS OF ARCHITECTURAL DESIGN

Non-Residential Structures

- 70% Category A; 30% Category B (for most 1-story pads)
- Material percentages based on height or size of building
- Big boxes and taller buildings given greater flexibility
- Vertical and horizontal articulation required
- No substantive changes proposed

BASICS OF ARCHITECTURAL DESIGN

Industrial Structures

- Primary Facades: 10% Category A, 90% Category B
- Secondary Facades: 100% Category B
- Vertical and horizontal articulation required for the main entry or office area
- No substantive changes proposed

PROPOSED REVISIONS (OVERVIEW)

- The redline of proposed changes is in the packet
- Clarified internal policy where necessary to improve customer service and understanding
- Eliminated platitude-type language that did not add value or could not be enforced

PROPOSED REVISIONS (SPECIFICS)

- Consolidated repetitive information
- Clarified articulation requirements for non-residential structures
- Simplified standards for residential structures
- Clarified primary and secondary facades, and material percentage requirements

P&Z DISCUSSION

- The Commission recommended changing the residential material percentages to 60% Category A/40% Category B to allow additional fiber cement
- The Commission agreed that stucco should be Category A
- The Commission noted concern regarding the potential increase of engineered wood. Engineered wood moved to Category C

CITY COUNCIL DISCUSSION

- Council agreed with P&Z recommendation to change the residential material percentages to 60% Category A/40% Category B to allow additional fiber cement
- The Council agreed that stucco should be Category A

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in September
- Three from the development community spoke at the September public hearing (two in favor, one in partial opposition)
- Staff recommends approval as presented

ARTICLE IV – SITE DEVELOPMENT STANDARDS

PART ONE, ARCHITECTURAL DESIGN STANDARDS

Section 14.04.101 …… Purpose.

The purpose of establishing architectural standards is to set minimum standards for the appearance and quality of buildings and corresponding site elements that are recognized as enhancing property values and are in the interest of the general welfare of the City. Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply. These standards are not intended to prohibit architectural innovation, nor are they intended to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and interest. The development community is encouraged to seek out new and innovative construction techniques and materials to implement the standards contained herein that will result in a significant contribution to the visual character of the area and the City as a whole. Any new or innovative material shall be considered on a case-by-case basis by the Director and must be equal to or exceed the current standards in terms of quality and longevity.

Section 14.04.102 …… Applicability & Administration.

(a) The regulations provided in this section shall apply to all new construction and all structures within all zoning districts, but shall only apply to single-family residential uses when indicated. Where the regulations of this section conflict with other sections or provisions of this chapter, the more specific regulations shall apply.

(b) Single-family tracts with existing PDs (or comparable special zoning or entitlement) that include specific architectural standards may continue to apply the standards as found in the governing PD. Non-residential tracts and uses within existing PDs (or comparable special zoning or entitlement) shall be governed by the standards contained herein.

(c) When an existing building, constructed prior to ~~the adoption of this section~~November 13, 2018, is proposed for an addition or expansion that will increase the square footage of the existing building by less than fifty percent (50%), either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new façades that match the existing building and architectural theme to the extent possible.

(d) Any addition that is fifty percent (50%) or greater of the originally approved floor area shall be subject to and shall comply with the regulations herein, potentially resulting in the reconstruction of the entire exterior veneer of an existing structure. At a minimum, the front façade must comply with the regulations stated herein.

~~(e)~~ Certain structures, such as temporary construction buildings, sales trailers, or portable ~~classroom~~ buildings situated on public school or non-profit property, may be exempt from compliance, as may non-permanent structures associated with utility complexes or similar operations, subject to review and approval.

(e)

(f) The provisions of this section shall be administered by the Director of Development Services, or designee, who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the spirit and intent of the section, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein. Material percentages are intended to be applied accordingly.

(g) All exterior façades shall be perpetually maintained and repaired by the owner in a safe, reasonably sound, and attractive manner that protects against the elements, is structurally safe, and corrects any visual deficiencies or other problems.

(h) The City Council may grant a Specific Use Permit (SUP), establish a planned development (PD) district, or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the City.

(i) Due to the unique service nature of government-owned and occupied facilities, in addition to the development costs being a public burden, such facilities may meet the spirit and intent of the regulations contained herein to the extent possible, and are not expected to strictly comply.

(j) The City Council may, from time to time, amend, supplement, or change the boundaries of a district or the regulations herein established as provided by State Law or establish special zoning districts or overlay districts that may have substantially different exterior material requirements.

Section 14.04.103 …… Submittal of ~~Façade Design~~Building Elevations.

(a) ***Submittal information***. Sufficient information shall be submitted to evaluate the architectural standards criteria outlined herein as part of ~~the site plan submittal~~the development process.

(b) ***Elevations***. Applications that include a site plan shall include the following:

(1) Color renderings of all façades of each building, identified by cardinal direction. Projects with repeated elevations, such as multi-family, may submit sample elevations of proposed buildings.

(2) Proposed exterior materials with a percentage breakdown of each material used, exclusive of windows and doors, in a table format.

(3) A calculation ~~chart~~ table or graphic exhibit demonstrating compliance with the articulation standards.

(4) A listing of the selected ~~auxiliary design standards~~Architectural Features, described herein, to ~~illustrate~~ demonstrate compliance.

(5) If a landmark feature is required ~~of the building~~, please note the feature proposed for credit.

(6) The Director may require sample boards.

(c) ***Streetscape Elements***. For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, etc.) or screening devices (masonry walls screening dumpsters, mechanical equipment, etc.), graphics shall also be submitted showing the material, color, height, and any other pertinent details of the elements proposed.

Section 14.04.104 …… Definitions.

Architectural concrete masonry units (CMU) includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed, burnished, or similar decorative finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of one inch when applied as a veneer; and shall include light weight and featherweight decorative masonry units.

Big Box shall mean a building, usually with a single tenant, which comprises more than 50,000 square feet.

Brick includes severe weather rated kiln-fired clay or slate material, can include concrete brick if it is to the same ASTM C216 or C652 standard and severe weather rated as typical fired clay brick; minimum thickness of one inch when applied as a veneer, and shall not include underfired clay, sand, or shale.

Director shall mean the Director of Development Services, or his designee.

EIFS means exterior insulation and finish systems.

Engineered wood *shall mean a* composite material made from wood fibers, strands, or veneers that are bonded together with adhesives~~shall mean a wood-based product that has been treated to be stronger and more weather/wear resistant than natural wood~~.

Facades:

Front façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the street.

Rear façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the rear property line.

~~*Primary façade* shall mean the exterior walls of any enclosed space that face directly on a public street of any size, back to a public street that is designated as a collector or larger, along any active storefront regardless of orientation, or may be so defined at the discretion of the Director.~~

~~*Secondary façade* shall mean the exterior walls of any enclosed space that do not directly face a public street or back to a public street that is designated as a collector or larger (i.e. any wall other than a primary façade).~~

Fiber Cement shall mean a composite material made from a mixture of sand, cement, and cellulose fibers (e.g. James Hardie, Nichiha, and Allura). Sometimes referred to as cementitious fiber board.

Masonry materials shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (three-step hard coat), ~~decorative~~ architectural concrete masonry unit, tilt wall concrete panels, sealed and painted concrete block, exterior insulation and finish systems (EIFS), fiber cement, and rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar.

Non-residential building shall mean those buildings utilized for use other than single-family, duplex, and townhome dwellings, ~~to~~ specifically ~~include~~ including commercial, retail, medical, office, and multi-family structures and associated accessory structures of any size.

Residential buildings shall mean those buildings utilized for single-family, duplex, and townhome dwellings.

Stone includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all-~~-~~weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of one inch when applied as a veneer.

~~*Shake shingles* mean a non-combustible, fire-rated product that is used as a decorative element on residences.~~

Stucco means the 3-step stucco process that is applied in three separate layers: 3/8-inch thick scratch coat, 3/8-inch thick brown coat, and approximate 1/8-inch thick finish coat. The approximately 7/8-inch three-coat system is applied over an approved weather-resistive barrier and metal lath either by hand using a trowel or by machine application. Any stucco product that does not meet the stated requirements is not allowed.

Section 14.04.105 …… Exterior Materials by Category.

(a) **Category A** materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are three-step stucco, ~~kiln-fired~~ brick~~,~~ ~~natural stone,~~ and ~~manufactured~~ stone.

(b) **Category B** materials are the secondary products that the City recognizes as materials acceptable

for use, products that should not be the predominant material for a building, and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing materials include ~~three-step stucco,~~ architectural concrete ~~block~~ masonry units with integrated color (i.e. split-face CMU), concrete tilt wall (integral colored ~~or~~and stamped), ~~treated engineered wood,~~ and ~~cementitious fiberboard~~fiber cement with integrated color and ~~(~~in the form of lap siding or board & batten~~)~~.

(c) **Category C** materials are accent products acceptable in limited application for architectural accents, features, and embellishments ~~and for walls on upper stories of multi-story buildings~~. Unless otherwise provided for in this Chapter, acceptable Category C materials include decorative metal, tile, glass block, exterior insulation and finish systems (EIFS), engineered wood, and natural wood products.

(d) **Prohibited** exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.

Section 14.04.106 …… Exterior Colors.

(a) ***Building Color***.

~~(1)~~ The dominant color of all buildings shall be muted shades of color that are subtle, neutral, or earthen ~~tone~~tones. ~~Black and stark white shall not be used except as accent colors or as found within brick and stone.~~ The color of secondary facades shall match or complement the primary facade.

~~(2)~~(1) ~~There are no restrictions on accent colors that comprise less than one percent (1%) of the building face, except that~~ No high-intensity colors, neon colors, or fluorescent colors shall be used.

(2) Bright, reflective, pure tone primary or secondary colors are permissible only ~~in limited application as accent colors~~ on ~~canopies and awnings~~signs.~~,~~ ~~or other such features. Proportions should be consistent with trim or accentuation only.~~ This provision shall not be construed as a license to employ corporate imaging or branding on the primary building facade.

(3) Door and window frames, moldings, cornices, mullions, canopies, awnings, band faces, roof flashing, light fixtures, and other such features ~~are specifically excluded~~may use subdued, muted shades of earthen tone colors. The Director may consider limited application of corporate branding for larger projects, such as big boxes, institutional complexes, and corporate campuses.

(4) Shade structures shall be muted shades of color that are subtle, neutral, or earthen tones. The Director may consider primary or secondary colors for daycares, amenity centers, patio umbrellas, and similar situations.

~~(3)~~(5) The use of tube lighting, string lights, or other similar materials shall not be installed on non-residential buildings, as described in Article 14.04, PART FIVE, *Lighting Standards*, except for patio string lighting.

~~(4)~~(6) No more than one (1) color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complementary in nature. ~~Awnings and canopies may incorporate brighter color and branding; however, t~~The primary roof shall not be a bold color.

~~(5)~~(7) All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, patio furniture, tree grates, and cart corrals, shall be metal, rust and flake/chip resistant, and generally be black in color. Minor deviations in color and design that maintain the spirit and intent of the section are allowed with Director approval.

Bollards can be concrete or decorative ~~cast~~ metal with no bold colors. Cart corrals shall be permanently affixed to the ground.

(8) Overhead doors shall be neutral or earthen tone colors.

(b) ***Repairs & Alterations***. All repairs and alterations of exterior façades, including re-painting or rebranding, of non-residential buildings are required to obtain a permit from the City and comply with all applicable color regulations contained herein.

Section 14.04.107 …… Design Standards for Residential Structures.

(a) ***Design Standards ~~for Residential Development~~***. All new single-family (detached and attached) residences within the City of Celina shall conform to the following design standards:

~~Category A Materials for Single-Family Detached and Single-Family Attached Development. Residential structures shall be constructed of a minimum of eighty percent (80%) masonry, defined for single-family structures as brick, stone, or manufactured stone.~~

~~Category B Materials for Single-Family Detached and Single-Family Attached Development. The remainder may include one or more of the following: three-step stucco, treated engineered wood, and shake shingles. Any of these materials may be used singly or in combination, not to exceed a total of twenty percent (20%). Other materials of equal or similar characteristics may be allowed at the discretion of the Director. On lots greater than one-half (½) acre in size, cedar or redwood planking may be allowed at the discretion of the Director.~~

~~Category C Materials for Single-Family Detached and Single-Family Attached Development. Cementitious fiberboard or natural wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural accent features, as approved by the Director.~~

~~Minimum Masonry on Front Façade. Notwithstanding the above overall percentages required for Single-Family Detached and Single-Family Attached Development, the front façade shall be a minimum of eighty percent (80%) masonry.~~

ARTICLE IV, TABLE 1A
EXTERIOR MATERIALS FOR SINGLE-FAMILY (ATTACHED & DETACHED)

Categories	*Materials*
A	Brick, Stone, Stucco
B	Fiber Cement
C	Natural Wood, EIFS, Engineered Wood

ARTICLE IV, TABLE 1B
REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR SINGLE-FAMILY~~, BOTH~~(ATTACHED & DETACHED)

Facades	*Percentage Breakdown*	*Definition*
All facades when considered together	Minimum ~~80~~60% Category A Maximum ~~20~~40% Category B	All walls, when counted together, whether visible from the street or not, shall add up to the ~~85/15~~60/40 rule.
	~~Category C~~	~~May only be used for minor architectural features (see 3, above)~~
Front Facade	Minimum ~~80~~60% Category A	Notwithstanding the overall percentages, the front façade shall be a minimum of sixty percent (60%) Category A
~~Decorative Features[1]~~	~~Up to 5%~~	

~~Note 1~~Decorative Features. ~~Treated engineered~~ Natural wood, Engineered wood, or EIFS may be used for trim, soffit

construction, window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural accent features~~trim or soffit construction – the percentage of treated engineered wood or EIFS must be subtracted from the percentage of other category materials so that the total percentage of any given façade remains as shown above~~.

(1) ~~Placement of exterior materials. Notwithstanding the minimum and maximum percentages of building materials allowed on residential homes (shown above), any break from one material to another shall follow the natural lines and design features of the architectural plan. A change from one material to another cannot be arbitrarily assigned without consideration of the specific façade for which it is designed.~~ The Director ~~of Development Services~~ shall have final approval of any residential elevation submitted for construction.

(2) ~~***Alternate stucco architecture***. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, Southwest, or Modern, then the use of stucco as the primary or exclusive material may be approved by the Director in lieu of other exterior material standards. All elements of the architectural style must be incorporated, including but not limited to clay roof tiles, typical of the style. Residences with primarily stucco finishes shall be accented with heavy wood beams, stonework, or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered. Only three-step stucco (or its equivalent) is allowed.~~

~~(3) ***Front facades & f***~~***Front-facing garage placement*** ~~– one-story homes~~. The face of garage doors shall not extend beyond the front façade of any residential structure~~;~~ however, ~~unless one or both of the following conditions apply; and in that case,~~ the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade when ~~:~~

~~(4)~~(3) a~~A~~ front porch or bay window extending ~~a minimum of fifty percent (50%)~~ along the remainder of the front façade is provided.~~; or~~

~~i. A bay window is provided on the longest wall face of the front façade.~~

~~(5) Front facades & front-facing garage placement – two story homes. The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade. Any additional garages to be provided must be placed with side (J-swing) or rear access.~~

~~(6)~~ ~~Front facades &~~ J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (i.e. J-swing garages), the garage may extend ten (10) feet into the front setback of the residential structure~~,~~ and may include living space above~~as per the Director~~.

(4)

~~(7)~~ ***Roof pitch***. Minimum roof pitch of residential structures is 6:12.

(5)

~~(8) Roof materials. All roof materials shall meet the minimum standards as listed in the adopted International Building Code, which includes the use of solid solar shingles and panels.~~

~~(9) Screening of utility units. HVAC units shall be screened from view from streets with shrubs or a stained wood fence.~~

~~(10)~~ ***Mailboxes*** ~~on individual lots. The subdivision will determine whether~~When allowed, individual mailboxes shall be brick or stone to match the residence or decorative metal containers on posts. ~~Where practical, the mailboxes should be paired for ease of delivery.~~

~~(11)~~(6) ~~Mailboxes that are clustered. When~~When mailboxes are clustered ~~in single-family or two-family residential districts~~, the exterior of the clustered mailboxes shall be decorative metal on a matching support pole and shall be maintained by the Homeowners

Association (HOA).

(7) ***Driveways***. All driveways and approaches shall be concrete ~~and have~~with a minimum width of ten (10) feet and ~~may~~ shall match the width at the garage door at the property line.

~~(12)~~(8) ***Amenity Centers***. Amenity centers shall follow non-residential architectural standards. The Director may approve elevations of quality design that help achieve a desired neighborhood theme.

(b) ***Recommended Practices***

(1) ***Elevation repetition***. Any house elevation should not be repeated on the lot most directly across the street, nor should it be repeated on two (2) lots in either direction on the same side of the street. A wide variety of elevations is desired as it strengthens the character of the subdivision and reduces monotony of design. When stucco homes are the predominant exterior material used on a particular street, variations of color and design ~~are required~~should be provided to minimize visual monotony.

(2) ***Elevation masonry mix & pattern***. Front elevations should use more than one type of masonry product in a variety of patterns to vary the architectural appeal of the streetscape. Regardless of the minimum Category A masonry requirements, every front façade should be a mixture of materials and colors.

(3) ***Front entry doors***. Front entry doors should consist of a hardwood, engineered wood, or other highly durable products, including products that have a wood appearance.

(4) ***Garage doors***. Garage doors should consist of lightweight but durable materials, such as painted metal, and include materials that have a wood appearance. Garage door windows are permitted.

(5) ***Gifts to the Street*** ~~***Architectural Features***~~. All residential structures should include at least four (4) of the following design features on the front façade or façades visible from the front or side street:

i. Garage doors not facing the street (J-swing garage style).
ii. Carriage-style garage doors with decorative hardware.
iii. Mixed masonry patterns, decorative brick patterning, stone accents, gothic treatments, or gingerbreading.
iv. Architectural pillars or posts or masonry arches.
v. Bay window facing street.
vi. Brick or stone chimney on exterior wall.
vii. Covered front porches (minimum of sixty (60) square feet covered by main roof with a minimum five (5) foot depth or an architectural extension).
viii. Cupulas, turrets, dormers or gables.
ix. Roof accent upgrades (e.g. metal, tile, slate, solar tiles).
x. Recessed entries a minimum of three (3) feet deeper than the main front façade.
xi. Greater than 8:12 primary roof pitch, or variable roof pitches.
xii. Transom windows or shutters.
xiii. Coach lights at entrances.
xiv. Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail).
xv. Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments).

Section 14.04.108 ..... General Design Standards for Multi-Family and Non-Residential Structures

(a) ***Two masonry materials required***. At least two (2) masonry materials shall be used on all exterior facades. Except for stone, no single material shall exceed seventy percent (70%) of any given facade.

(b) ***Uniform architectural style***. All buildings within a common development, as shown on a development plan, conceptual plan, or site plan, should have similar architectural styles, materials, colors, and detailing; however, sufficient variations should be incorporated to discourage exact duplicate buildings.

(c) All structures shall be architecturally finished on all sides visible from a public right-of-way with similar styles, materials, colors, and detail. A higher level of finish and articulation shall be at the primary entrance or front door.

(d) ~~The Director may approve d~~Deviations from a strict interpretation of the exterior standards to accommodate a specific "signature design aesthetic~~.~~" may be approved.

(e) Columns shall be encased in Category A masonry material used elsewhere on the primary building.

(f) ***Roof design***. Roofs shall be peaked with either hip, gable, or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront. At all times roof-mounted mechanical equipment shall be screened from view.

(g) ***Roof materials***. For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel, or Roman-shaped). The enhanced roofing requirement does not apply to residential buildings and covered garages in multi-family complexes.

(h) ***Parapet***. The backside of parapets shall not have framing exposed and shall be painted to match the building.

(i) Any concrete structures over 6" in height, including headwalls, bridges, wall, culverts, retaining walls, and like structures, shall be clad in masonry.

Section 14.04.~~108~~ 109 …… Design Standards for Multi-Family Structures.

(a) ***Exterior Materials ~~for Multi-Family Construction~~***.

ARTICLE IV, TABLE 2A EXTERIOR MATERIALS FOR MULTI-FAMILY	
Categories	*Materials*
A	Brick or ~~,~~ Stone~~, or Manufactured Stone~~
B	Split-Face CMU, Stucco, ~~Cementitious Fiber Board~~Fiber Cement, ~~Treated~~ ~~Engineered Wood~~[1]
C	Metal, Natural Wood, Tile, Glass, EIFS, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Tilt Wall[2]

ARTICLE IV, TABLE 2B REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR MULTI-FAMILY		
Facades	*Percentage Breakdown*	*Definition*
Primary	Minimum 80% Category A Maximum 20% Category B ~~0% Category C~~Minimum 20% stone	Exterior walls of buildings that ~~face~~ are clearly visible from a public street~~, or~~ parking ~~are~~lot~~a~~, or fire lane
Secondary	Minimum 50% Category A Remainder ~~50%~~ Category B	Exterior walls of buildings that are NOT clearly visible from a public street, parking lot, or fire lane, such as an interior courtyard

	~~0% Category C~~	

Note 1. ~~Treated engineered~~ Engineered wood or EIFS may be used for trim or soffit construction~~ – the percentage of treated engineered wood or EIFS must be subtracted from the percentage of other category materials so that the total percentage of any given façade remains as stated above~~.

Note 2. The first floor shall be 100% Category A, including recessed balconies.

Note 3. The first floor shall not have any patios or balconies between the building and right-of-way, unless recessed.

~~(b)~~ ***~~Specific~~ Design Standards~~ for Multi-Family Construction~~***.

~~(c)~~(b)

~~(1) Facades adjacent to streets. Facades shall generally be built parallel to the street frontage.~~

~~(2) Facades adjacent to single-family. Facades shall generally be built perpendicular when adjacent to single-family districts unless set back a minimum of 100 feet from single-family property lines.~~

~~(3)~~(1) ***Accessory building materials***. ~~Amenity centers, c~~Covered garages, mail kiosks, and other accessory buildings shall be ~~meet the exterior material requirements of the primary facades~~100% Category A. ~~Carports shall meet the exterior material requirements of the primary facades with the exception of the support poles, which may be constructed of painted metal.~~

(2) ***Amenity centers ~~Roof materials~~***. Amenity centers shall follow non-residential architectural standards. ~~Any accessory structure (such as a garage, carport, or a~~Amenity center~~s)~~ within a multi-family development shall have a decorative metal roof or a parapet wall to shield roof-mounted equipment. The Director may approve elevations of quality design that help achieve a desired theme.

(3) ***Building Access***. Multi-Family developments shall be constructed so all building(s) points of entry, including corridors, breezeways, and stairways, are access controlled. Access control shall meet the requirements of the Fire Marshal's Office.

~~a.~~

~~(d)~~(c) ***Architectural Features***. All multi-family primary buildings shall be designed to incorporate no less than four (4) of the architectural features from the list below.

(1) Canopies, awnings, porticos with colonnade or arcades.

(2) Raised pilaster cornices (end columns at corners), or quoined corners ~~(any of various bricks of standard shape for forming corners of brick walls or a wedge-shaped piece of wood, stone, or other material, used for various ornamental purposes at corners)~~.

(3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).

(4) Accented windows and doors framed with smooth cobblestone, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.

(5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.

(6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontally and rhythmically patterned brickwork.

(7) Other similar architectural features, as approved ~~by the Director~~.

Section 14.04.~~109~~ 110 …… ~~General~~ Design Standards for Non-Residential Structures (includes office, retail, commercial, mixed use, etc.~~,~~ but not industrial uses).

(a) ***Exterior Standards ~~for Non-Residential Structures~~***.

(1) ***Windows***. Windows and glazing shall be limited to a minimum of ten percent (10%) and maximum of seventy percent (70%) of each building elevation. Faux windows (i.e. non-transparent architectural features meant to appear as a window opening) or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features are allowed, subject to discretionary review and approval ~~by the Director~~. Windows shall not be glazed or reglazed with mirrored or reflective glass that creates a hazard.

(2) ***Murals***. Murals, if used, cannot display or connote a commercial message without abiding by the Sign regulations, as found within the Code of Ordinances. Murals should be in scale and scope with the proposed development, not violate the spirit and intent of the architectural standards, and should be coordinated through Planning staff. Murals must reflect the development design/theme and cannot contain dangerous, vulgar, or other obscene imagery. All murals must be permitted through the building elevation review process.

(3) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements, as illustrated below.

Examples of Tri-Partite

~~(1)~~(4) Ground floor facades facing major thoroughfares and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other similar architectural features along no less than sixty percent (60%) of the facade.

(b) ~~(b)~~ ***Landmark Buildings***.

(1) Buildings that are located at the end of a terminating street or major access lane or at the

intersection of streets and/or major access lanes shall be considered a landmark building.

(2) Such buildings shall be designed with landmark features that take advantage of that location, such as an accentuated entry and a unique building articulation that is offset from the front wall planes and extends above the main building eave or parapet line.

(3) Landmark features shall be in proportion to the building, subject to review and approval ~~by the Director~~.

(c) ***Architectural Features*** ~~***for Non-Residential Structures***~~. All non-residential structures shall be designed to incorporate no less than four (4) of the architectural features from the list below. Buildings over 50,000 square feet must include a minimum of five (5) of the referenced architectural features.

(1) Canopies, awnings, porticos with colonnade or arcades.

(2) Raised pilaster cornices (end columns at corners) or quoined corners ~~(any of various bricks of standard shape for forming corners of brick walls or a wedge-shaped piece of wood, stone, or other material, used for various ornamental purposes at corners)~~.

(3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).

(4) Accented windows and doors framed with smooth cobble, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.

(5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.

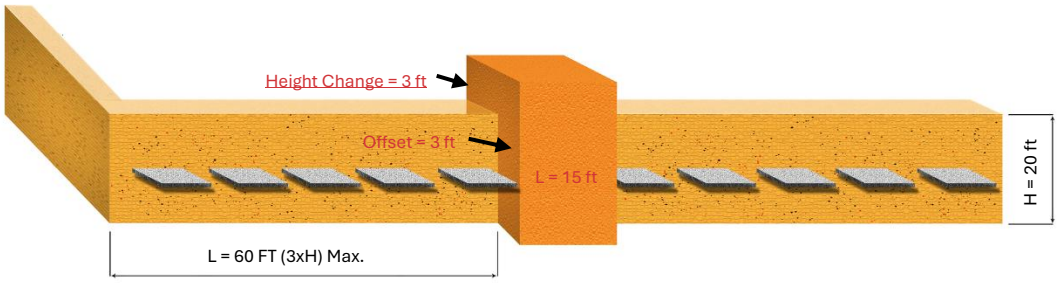
(6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontally and rhythmically patterned brickwork.

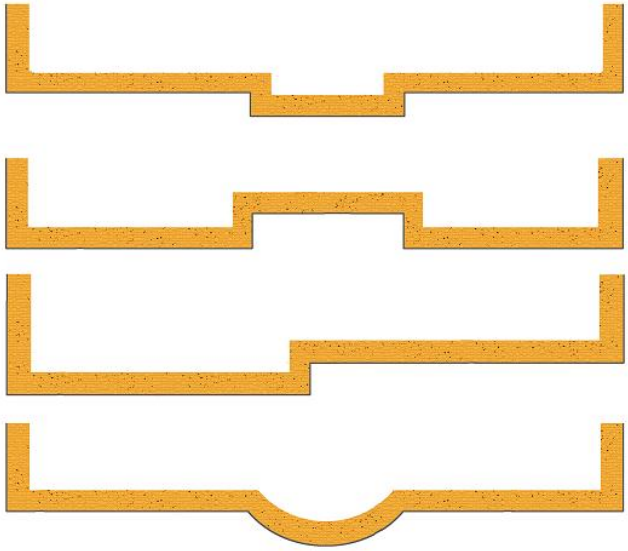
(7) Other similar architectural features, as approved ~~by the Director~~.

(d) ***Building Articulation Standards*** ~~***for Non-Residential Structures***~~. Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:

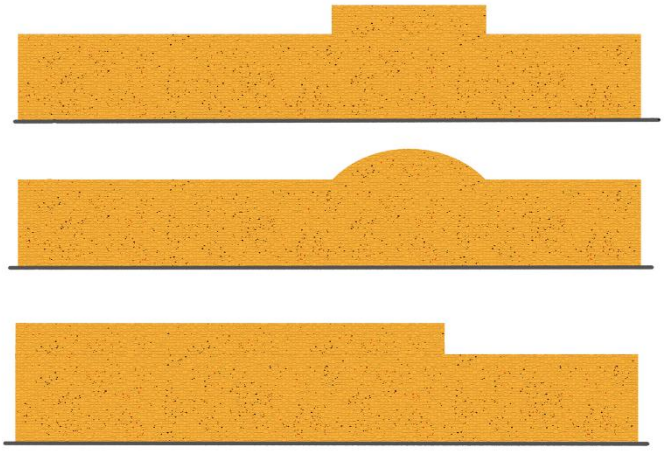
(1) ***Horizontal articulation***. An offset equal to 15% of the wall's height must be provided for every wall length that is 3 times the wall's height. The offset must extend a length equal to at least 25% of that wall length.~~No building wall shall extend for a distance equal to three times the wall's height without providing an offset equal to fifteen percent (15%) of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five percent (25%) of the maximum length of the first plane.~~

(2) ***Vertical articulation***. A change in height equal to 15% of the wall's height must be provided for every wall length that is 3 times the wall's height. The height change must extend a length equal to at least 25% of that wall length. ~~No wall length shall extend for a distance greater than three times the height of the wall without changing height by a minimum of fifteen percent (15%) of the wall's height, and that new plane shall extend for a distance equal to at least twenty five percent (25%) of the maximum length of the first plane.~~ Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.





Examples of horizontal articulation



Examples of vertical articulation

Section 14.04.~~110~~ 111 …… Specific Design Standards for Non-Residential Structures Related to Height of Buildings.

~~(a) *Specific Design Standards~~*Exterior Materials *for Non-Residential Structures up to Three (3)*

Stories in Height.

~~(b) Walls, excluding windows, doors and other openings, shall be constructed of a minimum seventy percent (70%) Category A materials and a maximum of thirty percent (30%) Category B materials. However, accent materials from Category C may be allowed in limited application for architectural accents or features.~~

~~A "big box" store or shopping center may use split-face CMU (architectural block) for up to twenty percent (20%) of the primary facade, in addition to the thirty percent (30%) of other Category B materials for a total of fifty percent (50%) Category B materials.~~

~~All exterior walls of buildings less than 15,000 square feet are considered primary facades, regardless of orientation.~~

~~(c)~~(a) ~~A "primary façade" shall be as described in the definitions or as otherwise determined by the Director.~~

ARTICLE IV, TABLE 3A **EXTERIOR MATERIALS FOR NON-RESIDENTIAL BUILDINGS**	
Categories	*Materials*
A	Brick or~~,~~ Stone~~, or Manufactured Stone~~
B	Split-Face CMU, Stucco, ~~Cementitious Fiber Board~~Fiber Cement, ~~Quick Brick,~~ Tilt Wall, ~~Treated Engineered Wood~~
C	Metal, ~~Natural Wood,~~ Tile~~, Glass, EIFS~~, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS

ARTICLE IV, TABLE 3B **REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR ~~NON-RESIDENTIAL~~ BUILDINGS** **THREE (3) OR FEWER STORIES**		
Facades	*Minimum Percentage*	*Definition*
Primary	Minimum ~~20% stone Remainder Category A for a total of~~ 70% Category A Maximum 30% Category B Maximum 10% Category C Minimum 20% Stone	Exterior walls of buildings that are clearly visible from a public street or along an active storefront, and all exterior walls of buildings less than 15,000 square feet, or as determined by the Director
Secondary	Minimum 30% Category A Remainder Category B	Exterior walls of buildings 15,000 square feet or larger that are NOT clearly visible from a public street or along an active storefront
ARTICLE VI, TABLE 3C **REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR ~~FACADES (BIG BOX)~~BIG BOX BUILDINGS**		
Primary	Minimum 50% Category A ~~Remainder~~ Maximum 50% Split Faced CMU ~~and other~~Maximum 30% other Category B Minimum 20% Stone	Exterior walls of buildings that are clearly visible from a public street or along an active storefront
Secondary	Minimum 20% Category A Remainder Category B	Exterior walls of buildings ~~15,000 square feet or larger which~~ that are NOT clearly visible from a public street or along an active storefront

Note 1. EIFS and Engineered wood may be used for trim or soffit construction.~~Façades shall generally be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance should be curved or angled toward an intersection.~~

~~(b)~~ ***~~Exterior Materials~~ for ~~Commercial~~ Non-Residential Structures Four (4) Stories in Height or Taller***.

~~(c) Façades shall generally be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance should be curved or angled toward the intersection.~~

~~(d)~~(b) ~~Masonry requirement. Every elevation of each building shall be finished with masonry as specified below. Acceptable masonry finishing materials are brick, stone and/or synthetic stone materials including, but not necessarily limited to, slate, flagstone, granite, limestone, glass, and marble. See Table 4, below.~~

ARTICLE IV, TABLE 4A **EXTERIOR MATERIALS CATEGORIES FOR MID & HIGH RISE BUILDINGS (4 OR MORE STORIES)**	
Categories	*Materials*
A	Brick, Stone~~, Manufactured Stone~~, Glass Wall System
B	Split-Face CMU, Stucco, ~~Cementitious Fiber Board~~Fiber Cement, ~~Treated Engineered Wood,~~ Tilt Wall ~~Construction~~
C	Metal~~, Natural Wood~~, Tile, Glass Blocks~~, EIFS~~, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS
ARTICLE IV, TABLE 4B **MINIMUM EXTERIOR PERCENTAGES FOR MID & HIGH RISE BUILDINGS (4 OR MORE STORIES)**	
Floors 1-3	Minimum 70% Category A Maximum 3~~2~~0% Category B ~~Remainder~~ Maximum 10% Category C Minimum 20% Stone
Floors 4-6	Minimum 20% Category A ~~Minimum~~ Maximum 70% Category B Remainder Category C
Floors 7 and above	~~0% Category A required (but may be used)~~ ~~Maximum 100%~~Any combination of Category A, B, or C

Note 1. ~~Metal or wood (other than treated engineered wood) exterior construction is allowed only as an accent material to enhance the overall architectural design.~~

The Director may apply architectural regulations in Tables 3A and 3B for developments such as climate-controlled storage, hotels, and similar uses.

~~The Director may approve deviations from a strict interpretation of the exterior standards to accommodate specific "signature design aesthetic."~~

~~No single building material shall be used for more than eighty-five percent (85%) of any façade unless approved by writing by the Director.~~

~~.~~

~~The entrance or entrances on all buildings shall be articulated and defined with strong architectural features.~~

~~Ground floor facades facing major thoroughfares and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the facade.~~

~~Any loading and service areas shall be located at the side or rear of buildings. Horizontal articulation described above is not required on the façade of buildings containing a loading dock and/or service area, provided that such area is located in such a manner as to not be readily visible from any major thoroughfare or any intersecting roadway.~~

Section 14.04.~~111~~ 112 …… ~~Specific~~ Design Standards for Industrial Structures.

(a) ***Design Standards ~~for Industrial Structures~~***. The following design standards apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:

~~(1)~~ The main entry or office area of the building shall be articulated both horizontally and vertically by ~~at least five (5) feet or~~ ten percent (10%) of the adjacent wall height~~, whichever is greater~~. Building corners shall also be articulated, as approved ~~by the Director~~.

~~(2) Primary exterior facades, which are clearly visible from a public street, shall be constructed with a minimum ten percent (10%) Category A materials and up to ninety percent (90%) Category B materials, exclusive of windows and doors. Category C materials may be used for accents. The Category A materials noted above shall be applied to corners, entries, and other areas in order to mitigate monotony and increase the aesthetic value. A minimum of two (2) different materials shall be used.~~

~~(3)~~(1) ~~Secondary exterior facades NOT facing a public street may be constructed with up to 100% Category B materials.~~

ARTICLE IV, TABLE 5A
EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS

Categories	*Materials*
A	Brick or~~,~~ Stone~~, or Manufactured Stone~~
B	Split-Face CMU, Stucco, ~~Cementitious Fiber Board~~Fiber Cement, ~~Quick Brick,~~ Tilt Wall, ~~Treated Engineered Wood~~
C	Metal, ~~Natural Wood,~~ Tile~~, Glass, EIFS~~, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS

ARTICLE IV, TABLE 5B
REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS

Facades	*Minimum Percentage*	*Definition*
Primary	Minimum 10% Category A Remainder Category B Category C may be used as accents up to 10~~5~~%	Exterior walls of buildings ~~which~~ that are clearly visible from a public street
Secondary	Up to 100% Category B	Exterior walls that are NOT clearly visible from a public street ~~or along an active storefront~~

Note 1. The Director has the authority to declare certain structures with inherent industrial-like uses, such as cabinet structures associated with communication towers or modular buildings internal to heavy industrial sites, to be in conformance with this Ordinance.

(b) ***Architectural Features ~~for Industrial Structures~~***. All industrial buildings shall be designed to incorporate no less than two (2) of the ~~additional~~ architectural features listed below:

(1) Raised pilaster cornices (end columns at corners) or quoined corners.

(2) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).

(3) 25% Category A on primary facades.

~~(3)~~(4) Canopies (not drive-through canopies), awnings, valances, porticos, overhangs (5 feet minimum), or arcades.

~~(4)~~(5) Recesses or projections (3 feet minimum).

~~(5)~~(6) Peaked roof forms.

~~(6)~~(7) Outdoor patios or integrated planters or wing walls that incorporate landscape and sitting areas.

~~(7) Recessed or "popped-out" display windows (2 feet minimum);~~

(8) Visible and noticeable architectural details, such as tile work or moldings, integrated into the building façade.

(9) Other architectural features with similar visual impact.

Section 14.04.~~112~~ 113 …… Specific Design Standards for Canopies & Fueling Stations.

(a) ***Canopies***

(1) Canopies and their supporting structures should be architecturally integrated with the primary building and all other accessory structures on the site by using the same or complementary materials, design motif, and colors. Canopies in a multi-tenant center shall be consistent in color.

~~(2) C~~Non-residential canopies and awnings, such as for car washes, vacuum stalls, or other similar structures shall utilize a metal roof (not fabric) and shall use a subdued, muted shade of earthen tone color.

~~(3) Materials and colors used on both structural and architectural surfaces shall be subdued, earth-tone colors, with the intent of promoting a harmonious appearance of the structures and the natural surroundings, as well as with appearance themes or guidelines of surrounding development. Brick, stone, and other high-quality masonry type elements are required as a major component of the exterior of all structures.~~

~~(4)~~(2)

~~(5)~~(3) Canopy band faces shall be a color consistent with the main structure or an accent color. The canopy band face shall be flat with no projections, shall not be of plastic materials, shall be generally a metal or masonry-based material, not be greater than four (4) feet in height, and may not be backlit or used as signage~~;~~, except as follows:

~~i.~~ The canopy band face may utilize one (1) small button logo on each face that can be internally illuminated, as long as each button logo does not exceed fifteen (15) square feet for bands three (3) feet in height and twenty (20) square feet for bands four (4) feet in height, is generally as tall as it is wide, and does not protrude more than eighteen (18) inches from the canopy in any direction.

~~i. The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward so that only the "wash" is visible.~~

~~ii. The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of six (6) inches), and the size of the ring does not exceed more than twenty-five percent (25%) for single rings and fifty (50%) for multiple rings of the thickness of the canopy band face.~~

~~iii.~~i.

(b) ***Gas Pumps & Fueling Stations***.

~~(1) Materials for the main building shall follow the regulations for Non-Residential Structures (Section 14.04.109, *General Design Standards for Non-Residential Structures*).~~

~~(2)~~(1) Canopies shall not exceed twenty (20) feet in total height, measured from the pavement to the top of the canopy, and must abide by all other canopy regulations.

~~(3)~~(2) The roofs of ~~convenience store buildings and~~ fueling station canopies shall be pitched, include a parapet to shield roof-mounted equipment, or otherwise be distinguished, subject to approval ~~by the Director~~.

~~(4)~~(3) Canopy support columns shall be fully encased with ~~Type~~ Category A masonry products and shall not include any non-structural additions to the columns.

~~(5)~~(4) Lighting fixtures ~~(LED only)~~ or sources of light that are a part of the ~~underside of the~~ canopy should be recessed into the underside of the canopy with no drop-down or visible bulbs.

~~(6) The materials and color used on the underside of the canopy should not be highly reflective, with the intent of minimizing the amount and intensity of light, which reaches beyond the site boundaries.~~

~~(7) Materials and colors used on both structural and architectural surfaces shall be subdued, earth-tone colors, with the intent of promoting a harmonious appearance of the structures and the natural surroundings, as well as with appearance themes or guidelines of surrounding development. Brick, stone and other high-quality masonry type elements are required as a major component of the exterior of all structures.~~

~~(8) Bright accent colors, intended to express corporate or business logos, may be used only on a limited basis. These accent color areas should not be internally illuminated, except as allowed by the City's sign regulations.~~

~~(9)~~(5) Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, dumpster screening wall, or other structure to mitigate their visual impact and should be an earthen ~~-~~tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but should not be located in the exterior landscape buffer adjacent to the public right-of-way.

~~(1) Screening of fueling stations shall follow Section 14.04.207, *Commercial Landscaping Requirements*. However, use of berms to further screen the pump area is encouraged.~~

Sections 14.04.~~113~~ 114 to 14.04.200 …… Reserved.

CITY OF CELINA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, AMENDING ARTICLE 14.04, SITE DEVELOPMENT STANDARDS, PART ONE, ARCHITECTURAL DESIGN STANDARDS; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council is empowered under section 51.072 of the Local Government Code to adopt ordinances and exercise authority incident to local self government, and under Chapter 211 of the Local Government Code to regulate land use within the City; and

WHEREAS, the Planning and Zoning Commission conducted a hearing to receive testimony from the public concerning this ordinance on September 18, 2025, after which it recommended that this ordinance be approved by the City Council; and

WHEREAS, the City Council conducted a hearing on October 14, 2025, to receive testimony from the public concerning this ordinance; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the City.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare. The foregoing premises are legislative findings of the

City Council of the City.

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.04 Site Development Standards, Part One Architectural Design Standards, is hereby repealed and replaced, in its entirety, per the attached regulatory document in Attachment A.

SECTION 4
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. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal, or otherwise inapplicable, in whole or 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 7
PENALTY

Any person, firm, corporation or entity violating this Ordinance or any provision of the Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal

provisions imposed under this Ordinance shall not preclude Celina from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8
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 9
PUBLICATION AND EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 14th day of October, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary

ARTICLE IV – SITE DEVELOPMENT STANDARDS

PART ONE, ARCHITECTURAL DESIGN STANDARDS

Section 14.04.101 …… Purpose.

The purpose of establishing architectural standards is to set minimum standards for the appearance and quality of buildings and corresponding site elements that are recognized as enhancing property values and are in the interest of the general welfare of the City. Given that the City of Celina is an area designated with historical, cultural, and architectural importance and significance, the following provisions apply. These standards are not intended to prohibit architectural innovation, nor are they intended to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and interest. The development community is encouraged to seek out new and innovative construction techniques and materials to implement the standards contained herein that will result in a significant contribution to the visual character of the area and the City as a whole. Any new or innovative material shall be considered on a case-by-case basis by the Director and must be equal to or exceed the current standards in terms of quality and longevity.

Section 14.04.102 …… Applicability & Administration.

(a) The regulations provided in this section shall apply to all new construction and all structures within all zoning districts, but shall only apply to single-family residential uses when indicated. Where the regulations of this section conflict with other sections or provisions of this chapter, the more specific regulations shall apply.

(b) Single-family tracts with existing PDs (or comparable special zoning or entitlement) that include specific architectural standards may continue to apply the standards as found in the governing PD. Non-residential tracts and uses within existing PDs (or comparable special zoning or entitlement) shall be governed by the standards contained herein.

(c) When an existing building, constructed prior to November 13, 2018, is proposed for an addition or expansion that will increase the square footage of the existing building by less than fifty percent (50%), either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new façades that match the existing building and architectural theme to the extent possible.

(d) Any addition that is fifty percent (50%) or greater of the originally approved floor area shall be subject to and shall comply with the regulations herein, potentially resulting in the reconstruction of the entire exterior veneer of an existing structure. At a minimum, the front façade must comply with the regulations stated herein.

(e) Certain structures, such as temporary construction buildings, sales trailers, or portable buildings situated on public school or non-profit property, may be exempt from compliance, as may non-permanent structures associated with utility complexes or similar operations, subject to review and approval.

(f) The provisions of this section shall be administered by the Director of Development Services, or designee, who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the spirit and intent of the section, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein. Material percentages are intended to be applied accordingly.

(g) All exterior façades shall be perpetually maintained and repaired by the owner in a safe, reasonably sound, and attractive manner that protects against the elements, is structurally safe, and corrects any visual deficiencies or other problems.

(h) The City Council may grant a Specific Use Permit (SUP), establish a planned development (PD) district, or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the City.

(i) Due to the unique service nature of government-owned and occupied facilities, in addition to the development costs being a public burden, such facilities may meet the spirit and intent of the regulations contained herein to the extent possible, and are not expected to strictly comply.

(j) The City Council may, from time to time, amend, supplement, or change the boundaries of a district or the regulations herein established as provided by State Law or establish special zoning districts or overlay districts that may have substantially different exterior material requirements.

Section 14.04.103 …… Submittal of Building Elevations.

(a) ***Submittal information***. Sufficient information shall be submitted to evaluate the architectural standards criteria outlined herein as part of the development process.

(b) ***Elevations***. Applications that include a site plan shall include the following:

(1) Color renderings of all façades of each building, identified by cardinal direction. Projects with repeated elevations, such as multi-family, may submit sample elevations of proposed buildings.

(2) Proposed exterior materials with a percentage breakdown of each material used, exclusive of windows and doors, in a table format.

(3) A calculation table or graphic exhibit demonstrating compliance with the articulation standards.

(4) A listing of the selected Architectural Features, described herein, to demonstrate compliance.

(5) If a landmark feature is required, please note the feature proposed for credit.

(6) The Director may require sample boards.

(c) ***Streetscape Elements***. For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, etc.) or screening devices (masonry walls screening dumpsters, mechanical equipment, etc.), graphics shall also be submitted showing the material, color, height, and any other pertinent details of the elements proposed.

Section 14.04.104 …… Definitions.

Architectural concrete masonry units (CMU) includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed, burnished, or similar decorative finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of one inch when applied as a veneer; and shall include light weight and featherweight decorative masonry units.

Big Box shall mean a building, usually with a single tenant, which comprises more than 50,000 square feet.

Brick includes severe weather rated kiln-fired clay or slate material, can include concrete brick if it is to the same ASTM C216 or C652 standard and severe weather rated as typical fired clay brick; minimum thickness of one inch when applied as a veneer, and shall not include underfired clay, sand, or shale.

Director shall mean the Director of Development Services, or his designee.

EIFS means exterior insulation and finish systems.

Engineered wood shall mean a composite material made from wood fibers, strands, or veneers that are

bonded together with adhesives.

Facades:

Front façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the street.

Rear façade shall mean the exterior walls of any enclosed space that are parallel or roughly parallel to the rear property line.

Fiber Cement shall mean a composite material made from a mixture of sand, cement, and cellulose fibers (e.g. James Hardie, Nichiha, and Allura). Sometimes referred to as cementitious fiber board.

Masonry materials shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (three-step hard coat), architectural concrete masonry unit, tilt wall concrete panels, sealed and painted concrete block, exterior insulation and finish systems (EIFS), fiber cement, and rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar.

Non-residential building shall mean those buildings utilized for use other than single-family, duplex, and townhome dwellings, specifically including commercial, retail, medical, office, and multi-family structures and associated accessory structures of any size.

Residential buildings shall mean those buildings utilized for single-family, duplex, and townhome dwellings.

Stone includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all-weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of one inch when applied as a veneer.

Stucco means the 3-step stucco process that is applied in three separate layers: 3/8-inch-thick scratch coat, 3/8-inch-thick brown coat, and approximate 1/8-inch-thick finish coat. The approximately 7/8-inch three-coat system is applied over an approved weather-resistive barrier and metal lath either by hand using a trowel or by machine application. Any stucco product that does not meet the stated requirements is not allowed.

Section 14.04.105 …… Exterior Materials by Category.

(a) **Category A** materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are three-step stucco, brick, and stone.

(b) **Category B** materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building, and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing materials include architectural concrete masonry units with integrated color (i.e. split-face CMU), concrete tilt wall (integral color and stamped), and fiber cement with integrated color and in the form of lap siding or board & batten.

(c) **Category C** materials are accent products acceptable in limited application for architectural accents, features, and embellishments. Unless otherwise provided for in this Chapter, acceptable Category C materials include decorative metal, tile, glass block, exterior insulation and finish systems (EIFS), engineered wood, and natural wood products.

(d) **Prohibited** exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.

Section 14.04.106 …… Exterior Colors.

(a) ***Building Color***.

(1) The dominant color of all buildings shall be muted shades of color that are subtle, neutral, or earthen tones. The color of secondary facades shall match or complement the primary facade. No high-intensity colors, neon colors, or fluorescent colors shall be used.

(2) Bright, reflective, pure tone primary or secondary colors are permissible only on signs. This provision shall not be construed as a license to employ corporate imaging or branding on the primary building facade.

(3) Door and window frames, moldings, cornices, mullions, canopies, awnings, band faces, roof flashing, light fixtures, and other such features may use subdued, muted shades of earthen tone colors. The Director may consider limited application of corporate branding for larger projects, such as big boxes, institutional complexes, and corporate campuses.

(4) Shade structures shall be muted shades of color that are subtle, neutral, or earthen tones. The Director may consider primary or secondary colors for daycares, amenity centers, patio umbrellas, and similar situations.

(5) The use of tube lighting, string lights, or other similar materials shall not be installed on non-residential buildings, as described in Article 14.04, PART FIVE, *Lighting Standards,* except for patio string lighting.

(6) No more than one (1) color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complementary in nature. The primary roof shall not be a bold color.

(7) All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, patio furniture, tree grates, and cart corrals, shall be metal, rust and flake/chip resistant, and generally be black in color. Minor deviations in color and design that maintain the spirit and intent of the section are allowed with Director approval. Bollards can be concrete or decorative metal with no bold colors. Cart corrals shall be permanently affixed to the ground.

(8) Overhead doors shall be neutral or earthen tone colors.

(b) ***Repairs & Alterations***. All repairs and alterations of exterior façades, including re-painting or rebranding, of non-residential buildings are required to obtain a permit from the City and comply with all applicable color regulations contained herein.

Section 14.04.107 …… Design Standards for Residential Structures.

(a) ***Design Standards***. All new single-family (detached and attached) residences within the City of Celina shall conform to the following design standards:

ARTICLE IV, TABLE 1A **EXTERIOR MATERIALS FOR SINGLE-FAMILY (ATTACHED & DETACHED)**	
Categories	*Materials*
A	Brick, Stone, Stucco
B	Fiber Cement
C	Natural Wood, EIFS, Engineered Wood

ARTICLE IV, TABLE 1B		
REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR SINGLE-FAMILY(ATTACHED & DETACHED)		
Facades	*Percentage Breakdown*	*Definition*
All facades when considered together	Minimum 60% Category A Maximum 40% Category B	All walls, when counted together, whether visible from the street or not, shall add up to the 60/40 rule.
Front Facade	Minimum 60% Category A	Notwithstanding the overall percentages, the front façade shall be a minimum of sixty percent (60%) Category A

Decorative Features. Natural wood, Engineered wood, or EIFS may be used for trim, soffit construction, window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural accent features.

(1) The Director shall have final approval of any residential elevation submitted for construction.

(2) ***Front-facing garage placement***. The face of garage doors shall not extend beyond the front façade of any residential structure; however, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade when a front porch or bay window extending along the remainder of the front façade is provided.

(3) J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (i.e. J-swing garages), the garage may extend ten (10) feet into the front setback of the residential structure and may include living space above.

(4) ***Roof pitch***. Minimum roof pitch of residential structures is 6:12.

(5) ***Mailboxes***. When allowed, individual mailboxes shall be brick or stone to match the residence or decorative metal containers on posts. When mailboxes are clustered, the exterior of the clustered mailboxes shall be decorative metal on a matching support pole and shall be maintained by the Homeowners Association (HOA).

(6) ***Driveways***. All driveways and approaches shall be concrete with a minimum width of ten (10) feet and shall match the width at the garage door at the property line.

(7) ***Amenity Centers***. Amenity centers shall follow non-residential architectural standards. The Director may approve elevations of quality design that help achieve a desired neighborhood theme.

(b) ***Recommended Practices***

(1) ***Elevation repetition***. Any house elevation should not be repeated on the lot most directly across the street, nor should it be repeated on two (2) lots in either direction on the same side of the street. A wide variety of elevations is desired as it strengthens the character of the subdivision and reduces monotony of design. When stucco homes are the predominant exterior material used on a particular street, variations of color and design should be provided to minimize visual monotony.

(2) ***Elevation masonry mix & pattern***. Front elevations should use more than one type of masonry product in a variety of patterns to vary the architectural appeal of the streetscape. Regardless of the minimum Category A masonry requirements, every front façade should be a mixture of materials and colors.

(3) ***Front entry doors***. Front entry doors should consist of a hardwood, engineered wood, or other highly durable products, including products that have a wood appearance.

(4) ***Garage doors***. Garage doors should consist of lightweight but durable materials, such as painted metal, and include materials that have a wood appearance. Garage door windows are permitted.

(5) ***Gifts to the Street .*** All residential structures should include at least four (4) of the following design features on the front façade or façades visible from the front or side street:

i. Garage doors not facing the street (J-swing garage style).
ii. Carriage-style garage doors with decorative hardware.
iii. Mixed masonry patterns, decorative brick patterning, stone accents, gothic treatments, or gingerbreading.
iv. Architectural pillars or posts or masonry arches.
v. Bay window facing street.
vi. Brick or stone chimney on exterior wall.
vii. Covered front porches (minimum of sixty (60) square feet covered by main roof with a minimum five (5) foot depth or an architectural extension).
viii. Cupulas, turrets, dormers or gables.
ix. Roof accent upgrades (e.g. metal, tile, slate, solar tiles).
x. Recessed entries a minimum of three (3) feet deeper than the main front façade.
xi. Greater than 8:12 primary roof pitch, or variable roof pitches.
xii. Transom windows or shutters.
xiii. Coach lights at entrances.
xiv. Decorative attic or gable feature, minimum two (2) square feet in size (e.g. vent, window, brick detail).
xv. Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments).

Section 14.04.108 .....General Design Standards for Multi-Family and Non-Residential Structures

(a) ***Two masonry materials required***. At least two (2) masonry materials shall be used on all exterior facades. Except for stone, no single material shall exceed seventy percent (70%) of any given facade.
(b) ***Uniform architectural style***. All buildings within a common development, as shown on a development plan, conceptual plan, or site plan, should have similar architectural styles, materials, colors, and detailing; however, sufficient variations should be incorporated to discourage exact duplicate buildings.
(c) All structures shall be architecturally finished on all sides visible from a public right-of-way with similar styles, materials, colors, and detail. A higher level of finish and articulation shall be at the primary entrance or front door.
(d) Deviations from a strict interpretation of the exterior standards to accommodate a specific "signature design aesthetic" may be approved.
(e) Columns shall be encased in Category A masonry material used elsewhere on the primary building.
(f) ***Roof design***. Roofs shall be peaked with either hip, gable, or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront. At all times roof-mounted mechanical equipment shall be screened from view.
(g) ***Roof materials***. For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel, or Roman-shaped). The enhanced roofing requirement does not apply to residential buildings and covered garages in multi-family complexes.
(h) ***Parapet***. The backside of parapets shall not have framing exposed and shall be painted to match the building.

(i) Any concrete structures over 6" in height, including headwalls, bridges, wall, culverts, retaining walls, and like structures, shall be clad in masonry.

Section 14.04.109 …… Design Standards for Multi-Family Structures.

(a) ***Exterior Materials***.

ARTICLE IV, TABLE 2A EXTERIOR MATERIALS FOR MULTI-FAMILY	
Categories	*Materials*
A	Brick or Stone
B	Split-Face CMU, Stucco, Fiber Cement,
C	Metal, Natural Wood, Tile, Glass, EIFS, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Tilt Wall

ARTICLE IV, TABLE 2B REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR MULTI-FAMILY		
Facades	*Percentage Breakdown*	*Definition*
Primary	Minimum 80% Category A Maximum 20% Category B Minimum 20% stone	Exterior walls of buildings that are clearly visible from a public street, parking lot, or fire lane
Secondary	Minimum 50% Category A Remainder Category B	Exterior walls of buildings that are NOT clearly visible from a public street, parking lot, or fire lane, such as an interior courtyard

Note 1. Engineered wood or EIFS may be used for trim or soffit construction.

Note 2. The first floor shall be 100% Category A, including recessed balconies.

Note 3. The first floor shall not have any patios or balconies between the building and right-of-way, unless recessed.

(b) ***Specific Design Standards***.

(1) ***Accessory building materials***. Covered garages, mail kiosks, and other accessory buildings shall be 100% Category A.

(2) ***Amenity centers.*** Amenity centers shall follow non-residential architectural standards. Amenity centers within a multi-family development shall have a decorative metal roof or a parapet wall to shield roof-mounted equipment. The Director may approve elevations of quality design that help achieve a desired theme.

(3) ***Building Access***. Multi-Family developments shall be constructed so all building(s) points of entry, including corridors, breezeways, and stairways, are access controlled. Access control shall meet the requirements of the Fire Marshal's Office.

(c) ***Architectural Features***. All multi-family primary buildings shall be designed to incorporate no less than four (4) of the architectural features from the list below.

(1) Canopies, awnings, porticos with colonnade or arcades.

(2) Raised pilaster cornices (end columns at corners), or quoined corners.

(3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).

(4) Accented windows and doors framed with smooth cobblestone, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.

(5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.

(6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontally and rhythmically patterned brickwork.

(7) Other similar architectural features, as approved.

Section 14.04.110 …… Design Standards for Non-Residential Structures (includes office, retail,

commercial, mixed use, etc., but not industrial uses).

(a) ***Exterior Standards***.

(1) ***Windows***. Windows and glazing shall be limited to a minimum of ten percent (10%) and maximum of seventy percent (70%) of each building elevation. Faux windows (i.e. non-transparent architectural features meant to appear as a window opening) or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features are allowed, subject to discretionary review and approval. Windows shall not be glazed or reglazed with mirrored or reflective glass that creates a hazard.

(2) ***Murals***. Murals, if used, cannot display or connote a commercial message without abiding by the Sign regulations, as found within the Code of Ordinances. Murals should be in scale and scope with the proposed development, not violate the spirit and intent of the architectural standards, and should be coordinated through Planning staff. Murals must reflect the development design/theme and cannot contain dangerous, vulgar, or other obscene imagery. All murals must be permitted through the building elevation review process.

(3) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements, as illustrated below.

Examples of Tri-Partite Construction

(4) Ground floor facades facing major thoroughfares and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other similar architectural features along no less than sixty percent (60%) of the facade.

(b) ***Landmark Buildings***.

(1) Buildings that are located at the end of a terminating street or major access lane or at the intersection of streets and/or major access lanes shall be considered a landmark building.

(2) Such buildings shall be designed with landmark features that take advantage of that location, such as an accentuated entry and a unique building articulation that is offset from the front wall planes and extends above the main building eave or parapet line.

(3) Landmark features shall be in proportion to the building, subject to review and approval.

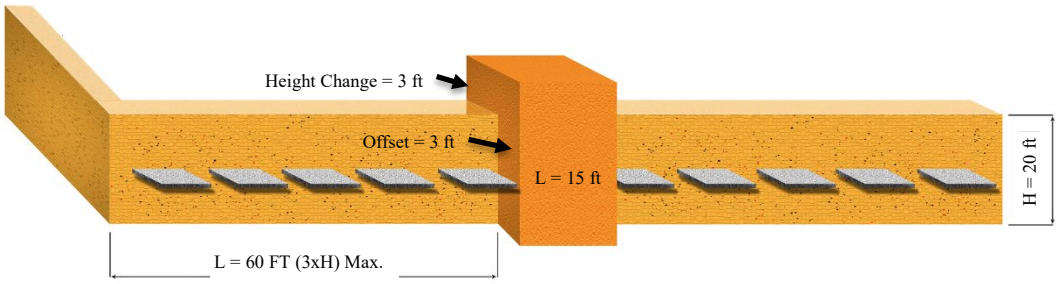
(c) ***Architectural Features***. All non-residential structures shall be designed to incorporate no less than four (4) of the architectural features from the list below. Buildings over 50,000 square feet must include a minimum of five (5) of the referenced architectural features.

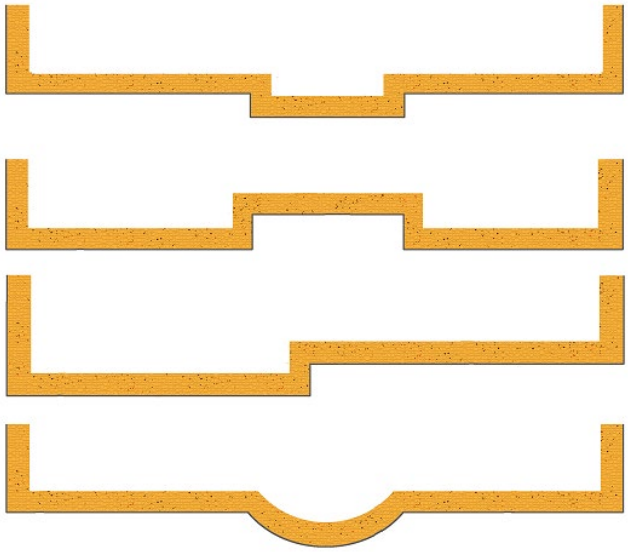
(1) Canopies, awnings, porticos with colonnade or arcades.

(2) Raised pilaster cornices (end columns at corners) or quoined corners.

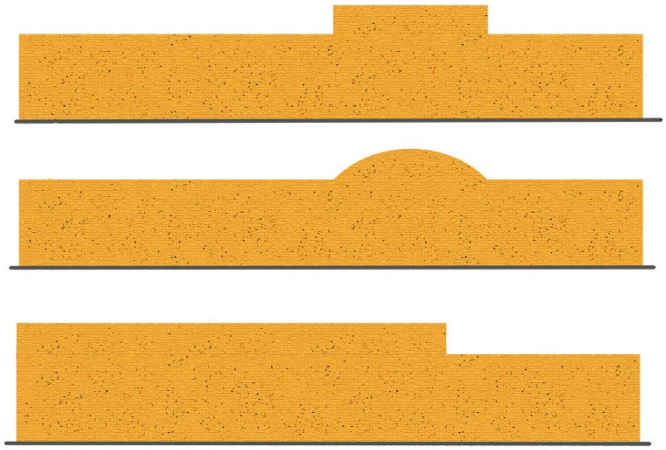
(3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).
(4) Accented windows and doors framed with smooth cobble, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.
(5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.
(6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontally and rhythmically patterned brickwork.
(7) Other similar architectural features, as approved.

(d) ***Building Articulation Standards***. Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:
(1) ***Horizontal articulation***. An offset equal to 15% of the wall's height must be provided for every wall length that is 3 times the wall's height. The offset must extend a length equal to at least 25% of that wall length.
(2) ***Vertical articulation***. A change in height equal to 15% of the wall's height must be provided for every wall length that is 3 times the wall's height. The height change must extend a length equal to at least 25% of that wall length. Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.





Examples of horizontal articulation



Examples of vertical articulation

Section 14.04.111 …… Specific Design Standards for Non-Residential Structures Related to Height of Buildings.

(a) ***Exterior Materials for Non-Residential Structures up to Three (3) Stories in Height***.

ARTICLE IV, TABLE 3A **EXTERIOR MATERIALS FOR NON-RESIDENTIAL BUILDINGS**	
Categories	*Materials*
A	Brick or Stone
B	Split-Face CMU, Stucco, Fiber Cement, Tilt Wall,
C	Metal, Tile , Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS

ARTICLE IV, TABLE 3B **REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR BUILDINGS THREE (3) OR FEWER STORIES**		
Facades	*Minimum Percentage*	*Definition*
Primary	Minimum 70% Category A Maximum 30% Category B Maximum 10% Category C Minimum 20% Stone	Exterior walls of buildings that are clearly visible from a public street or along an active storefront, and all exterior walls of buildings less than 15,000 square feet, or as determined by the Director
Secondary	Minimum 30% Category A Remainder Category B	Exterior walls of buildings 15,000 square feet or larger that are NOT clearly visible from a public street or along an active storefront

ARTICLE VI, TABLE 3C **REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR BIG BOX BUILDINGS**		
Primary	Minimum 50% Category A Maximum 50% Split Faced CMU Maximum 30% other Category B Minimum 20% Stone	Exterior walls of buildings that are clearly visible from a public street or along an active storefront
Secondary	Minimum 20% Category A Remainder Category B	Exterior walls of buildings that are NOT clearly visible from a public street or along an active storefront

Note 1. EIFS and Engineered wood may be used for trim or soffit construction.

(b) ***Exterior Materials for Non-Residential Structures Four (4) Stories in Height or Taller***.

ARTICLE IV, TABLE 4A **EXTERIOR MATERIALS CATEGORIES FOR MID & HIGH RISE BUILDINGS (4 OR MORE STORIES)**	
Categories	*Materials*
A	Brick, Stone, Glass Wall System
B	Split-Face CMU, Stucco, Fiber Cement, Tilt Wall
C	Metal, Tile, Glass Blocks, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS
ARTICLE IV, TABLE 4B **MINIMUM EXTERIOR PERCENTAGES FOR MID & HIGH RISE BUILDINGS (4 OR MORE STORIES)**	
Floors 1-3	Minimum 70% Category A Maximum 30% Category B Maximum 10% Category C Minimum 20% Stone
Floors 4-6	Minimum 20% Category A Maximum 70% Category B Remainder Category C
Floors 7 and above	Any combination of Category A, B, or C

Note 1. The Director may apply architectural regulations in Tables 3A and 3B for developments such as climate-controlled storage, hotels, and similar uses.

Section 14.04.112 …… Design Standards for Industrial Structures.

(a) ***Design Standards***. The following design standards apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:

(1) The main entry or office area of the building shall be articulated both horizontally and vertically by ten percent (10%) of the adjacent wall height. Building corners shall also be articulated, as approved.

ARTICLE IV, TABLE 5A **EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS**	
Categories	*Materials*
A	Brick or Stone
B	Split-Face CMU, Stucco, Fiber Cement, Tilt Wall,
C	Metal, Tile, Engineered Wood
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Natural Wood, EIFS

ARTICLE IV, TABLE 5B **REQUIRED PERCENTAGES OF EXTERIOR MATERIALS FOR INDUSTRIAL BUILDINGS**		
Facades	*Minimum Percentage*	*Definition*
Primary	Minimum 10% Category A Remainder Category B Category C may be used as accents up to 10%	Exterior walls of buildings that are clearly visible from a public street
Secondary	Up to 100% Category B	Exterior walls that are NOT clearly visible from a public street

Note 1. The Director has the authority to declare certain structures with inherent industrial-like uses, such as cabinet structures associated with communication towers or modular buildings internal to heavy industrial sites, to be in conformance with this Ordinance.

(b) ***Architectural Features***. All industrial buildings shall be designed to incorporate no less than two (2) of the architectural features listed below:

(1) Raised pilaster cornices (end columns at corners) or quoined corners.
(2) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).
(3) 25% Category A on primary facades.
(4) Canopies (not drive-through canopies), awnings, valances, porticos, overhangs (5 feet minimum), or arcades.
(5) Recesses or projections (3 feet minimum).
(6) Peaked roof forms.
(7) Outdoor patios or integrated planters or wing walls that incorporate landscape and sitting areas.
(8) Visible and noticeable architectural details, such as tile work or moldings, integrated into the building façade.
(9) Other architectural features with similar visual impact.

Section 14.04.113 …… Specific Design Standards for Canopies & Fueling Stations.

(a) ***Canopies***

(1) Canopies and their supporting structures should be architecturally integrated with the primary building and all other accessory structures on the site by using the same or complementary materials, design motif, and colors. Canopies in a multi-tenant center shall be consistent in color.
(2) Non-residential canopies and awnings, such as for car washes, vacuum stalls, or other similar structures shall utilize a metal roof (not fabric) and shall use a subdued, muted shade of earthen tone color.
(3) Canopy band faces shall be a color consistent with the main structure or an accent color. The canopy band face shall be flat with no projections, shall not be of plastic materials, shall be generally a metal or masonry-based material, not be greater than four (4) feet in height, and may not be backlit or used as signage, except as follows:
    i. The canopy band face may utilize one (1) small button logo on each face that can be internally illuminated, as long as each button logo does not exceed fifteen (15) square feet for bands three (3) feet in height and twenty (20) square feet for bands four (4) feet in height, is generally as tall as it is wide, and does not protrude more than eighteen (18) inches from the canopy in any direction.

(b) ***Gas Pumps & Fueling Stations***.

(1) Canopies shall not exceed twenty (20) feet in total height, measured from the pavement to the top of the canopy, and must abide by all other canopy regulations.
(2) The roofs of fueling station canopies shall be pitched, include a parapet to shield roof-mounted equipment, or otherwise be distinguished, subject to approval.
(3) Canopy support columns shall be fully encased with Category A masonry products and shall not include any non-structural additions to the columns.
(4) Lighting fixtures or sources of light that are a part of the canopy should be recessed into the underside of the canopy with no drop-down or visible bulbs.
(5) Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, dumpster screening wall, or other structure to mitigate their visual impact and should be an earthen tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but should not be located in the exterior landscape buffer adjacent to the public right-of-way.

Sections 14.04.114 to 14.04.200 …… Reserved.

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: October 14, 2025

Agenda Item:
Conduct a Public Hearing to consider public comment regarding the creation of the Creekbend Public Improvement District and act upon a Resolution creating the Creekbend Public Improvement District. (Bromiley)

Background Information:
The City received a petition from KL LB Buy 4 LLC to establish the Creekbend Public Improvement District. The petition was submitted in proper form and was compliant with the applicable laws of the State of Texas concerning the creation of public improvement districts (PIDs).

The 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.

On September 9, 2025, City Council accepted the PID petition and called for a public hearing on October 14, 2025. All public notices were completed in accordance with State law. If City Council approves the creation of the PID, staff will work with the developer and bring a preliminary service and assessment plan to the City Council for consideration.

The process 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.
- **Council holds a public hearing and considers approving the creation of the PID.**
- Staff will work with the developer on each phase of the PID in compliance with the City's PID Policy.

- Staff will bring a Service and Assessment Plan (SAP) for each phase to City Council for consideration. The SAP establishes the assessments on each property within the PID.

Total project costs and assessments are determined when an SAP is developed or updated with each phase of the PID. The total assessments on properties within the PID will be restricted by the City's PID Policy, which limits assessments based on the total estimated overlapping tax rate. The maximum overlapping tax rate allowed by the Policy is the highest overlapping tax rate on existing properties in the City at the time.

The Resolution before City Council is to create the Creekbend PID. The Resolution does not establish any assessments.

Legal Review:
Legal has completed their review.

Supporting Documents:
1. Staff Presentation
2. Creekbend PID 2025 - Resolution

Financial Consideration:
NA

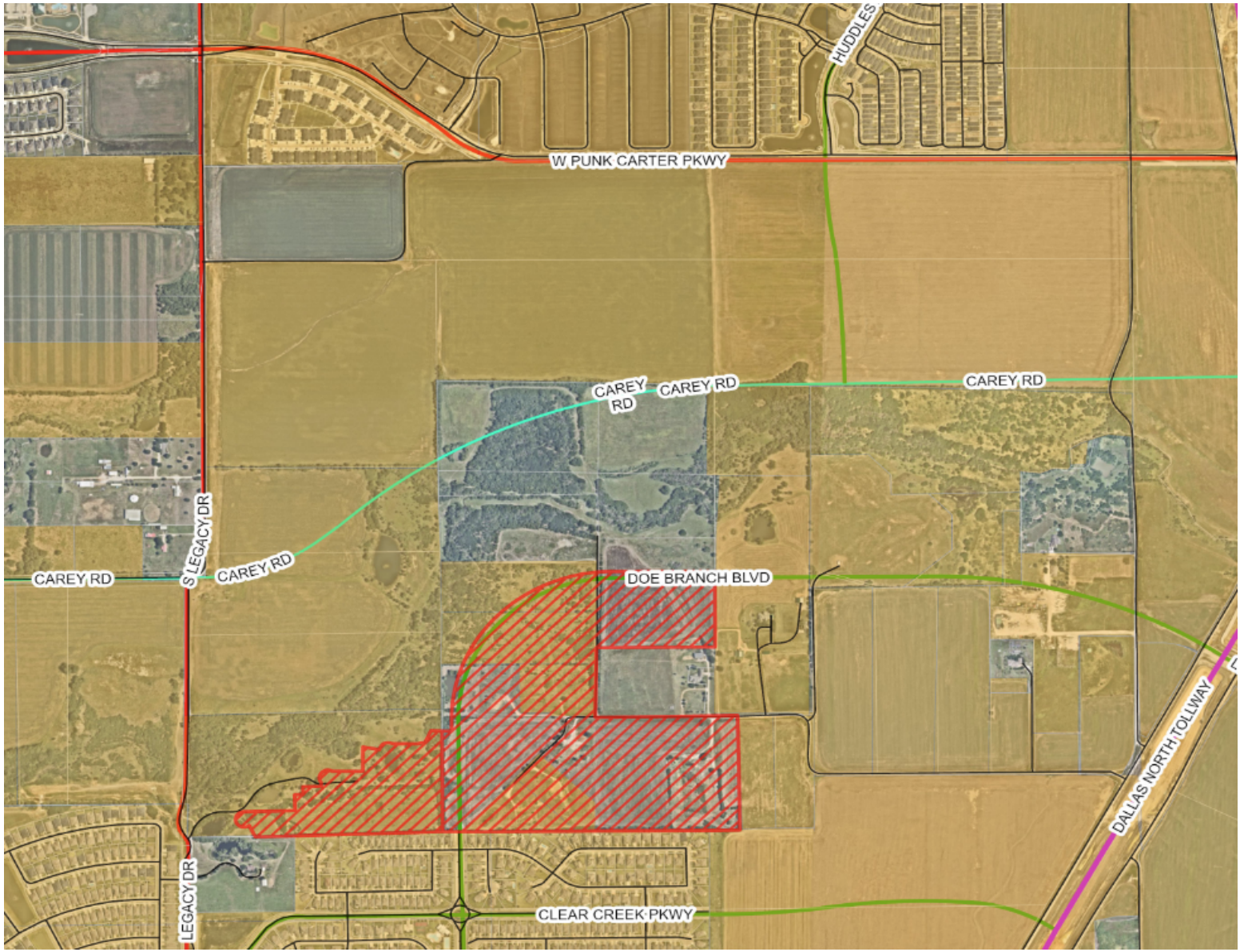
Staff Recommendation:
Staff recommends approval.

THE CREEKBEND PUBLIC IMPROVEMENT DISTRICT - CREATION

City Council Meeting
October 14, 2025

PROPERTY

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.



PID CREATION

- Public Improvement District
  - Petitioners: KL LB Buy 4 LLC

- In August, City staff received a petition to establish the Creekbend Public Improvement District

- At the September 9th meeting, City Council accepted the petition and called for a public hearing for October 14th.

- Public notices were completed in the Celina Record and a public hearing and action to approve was scheduled for the October 14th City Council meeting.

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**
  - The Resolution before City Council is to create the Creekbend PID. The Resolution does not establish any assessments.
- Staff, the City's consultant (Municap), and the developer draft agreements and a preliminary Service and Assessment Plan for future Council consideration

QUESTIONS?

CITY OF CELINA, TEXAS

RESOLUTION NO. 2025-___R

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

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction (the "ETJ"); and

WHEREAS, (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) the 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 (the "Petitioner"), submitted and filed with the City Secretary a petition ("Petition") requesting the establishment of a public improvement district for property partially within the corporate limits of the City and partially within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Creekbend Public Improvement District (the "District"), which District is more particularly described by metes and bounds in **Exhibit A** (the "Property") attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, an official newspaper of general circulation in the City and in the part of the ETJ in which the District is to be located or in which improvements are to be undertaken, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on October 14, 2025; and

WHEREAS, the City Council closed the public hearing on the advisability of the improvements and services on October 14, 2025.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition

and the evidence and testimony presented at the public hearing on October 14, 2025, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The 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.

(c) **Estimated Costs of the Authorized Improvements**. The estimated current costs of the Authorized Improvements is $55,000,000.

(d) **Boundaries of the District.** 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 ETJ of the City, as more particularly described in the metes and bounds description in **Exhibit A** attached hereto.

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

(f) **Apportionment of Costs**. 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.

(g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) **Advisory Body.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Creekbend Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with (i) the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein and (ii) the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before October 21, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located.

SECTION 6. Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

ADOPTED, PASSED, AND APPROVED on this the 14th day of October, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2025, by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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.

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: October 14, 2025

Agenda Item:
Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a final Legacy Celina Public Improvement District of Celina, Texas, Service and Assessment Plan, including the assessment roll; making a finding of special benefit to property within the Legacy Celina Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property within the District, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

Background Information:

The Legacy Celina Public Improvement District (PID) was created by the City Council on February 11, 2025, pursuant to the PID Act and a Council resolution. The PID is located in North Celina at the northeast corner of N. Celina Parkway and future N. Legacy Drive, encompassing approximately 64.866 acres. The project is planned to include 301 single-family residential units.

The estimated authorized public improvement costs total $13,454,490 for infrastructure improvements (streets, drainage, water, sewer, etc.).

City Council approved the preliminary Service and Assessment Plan (SAP) and scheduled a public hearing for September 9, 2025. Following completion of all required public notices in accordance with state law, the Public Hearing and Levy Ordinance were placed on the October 14, 2025 agenda for Council consideration.

Approval of this item will levy assessments on properties within the PID and formally adopt the SAP. Additionally, a related item on the October 14, 2025 agenda will call for City Council to consider issuance of bonds for the PID, associated with this assessment.

Legal Review:
SAP and the Ordinance were approved by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. Legacy Celina PID 2025 - Assessment Ordinance and SAP

Financial Consideration:
The Ordinance 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.

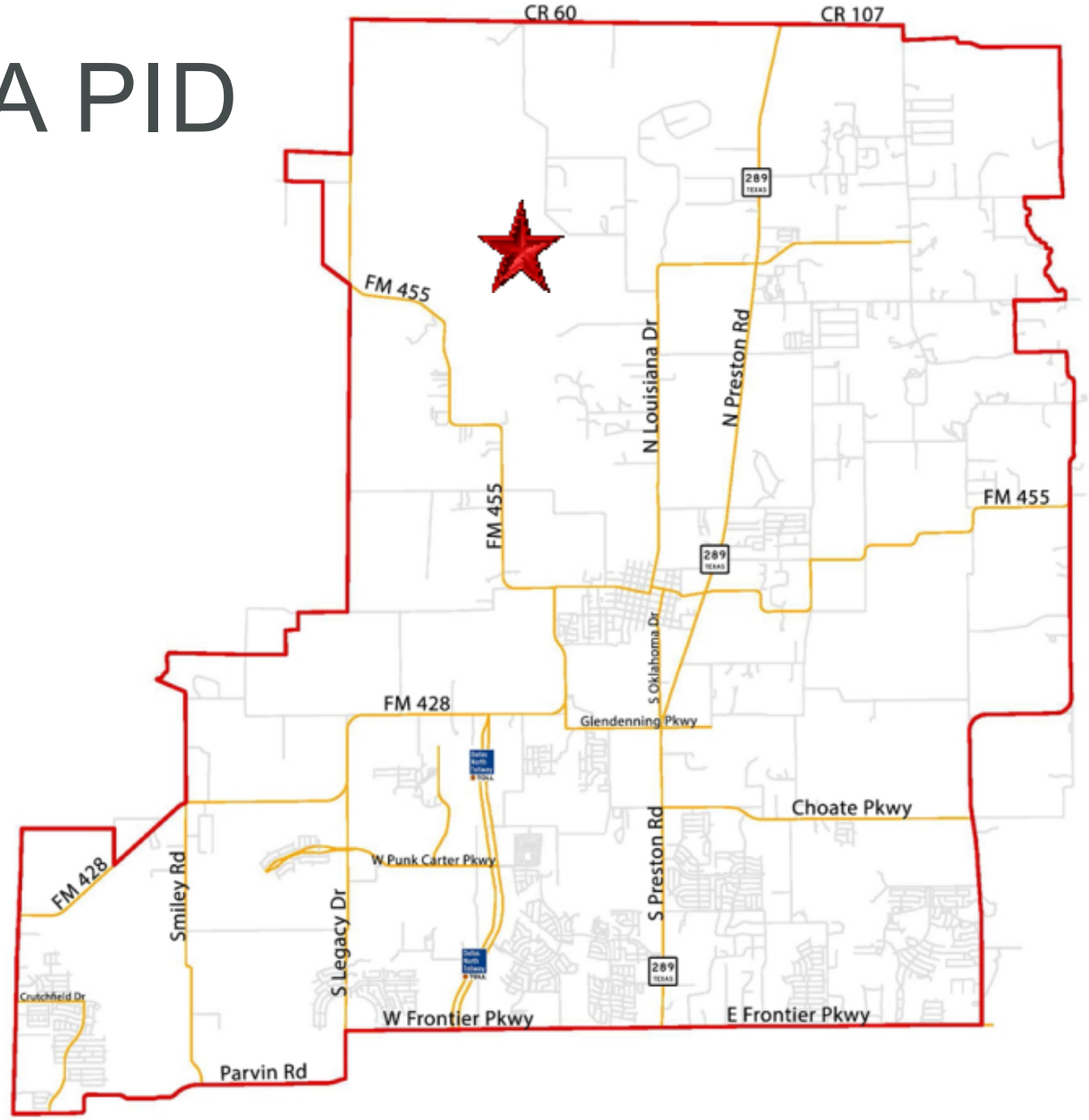
Staff Recommendation:
Staff recommends approval.

LEGACY CELINA PID SAP/LEVY

City Council
October 14, 2025

LEGACY CELINA PID

- Located at the 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
    - 50 ft = 201
    - 25 ft = 100

- The PSAP was approved by City Council in September.

- Two agenda items in October : (1) Legacy Celina PID SAP and the assessments to be levied, and (2) a single series of PID Bonds to be issued following the Legacy Celina levy.

PID AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total
Roadway Improvements	$4,314,532
Water Improvements	$1,175,342
Sanitary Sewer Improvements	$1,298,629
Storm Drainage Improvements	$1,976,907
Other Soft and Miscellaneous Costs	$4,689,080
Total Authorized Improvements	$13,454,490

LEGACY CELINA PID ASSESSMENT

Lot Size	Total Current Assessment per unit	Average Annual Installment Per Unit
Lot Type 1 (50 Ft Lot)	$55,828	$4,797
Lot Type 2 (25 Ft Lot)	$35,730	$3,070

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	$2.0665	$2.0645
Estimated Total Tax Rate	$2.8619	$2.8640

TIMELINE

- ~~March 11, 2025 – Established Legacy Celina PID~~
- ~~September 9, 2025 – Pre-SAP and calling a public hearing resolution~~
- October 14, 2025 – Public Hearing on the Service and Assessment Plan and Levy Ordinance for PID assessment.
- October 14, 2025 – Consider bond ordinance approving the issuance and sale of Legacy Celina PID Bonds.

RECOMMENDATION

- Staff recommends approval.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN, INCLUDING AN ASSESSMENT ROLL FOR THE LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (as defined below), as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 11, 2025, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by resolution, adopted by a majority of the members of the City Council, authorized and created the Legacy Celina Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements (as defined below); and

WHEREAS, on March 13, 2025, the Assistant City Secretary of the City (the "Assistant City Secretary") filed a copy of such resolution with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the Assistant City Secretary; and

WHEREAS, on September 9, 2025, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for the District; calling for a public hearing to consider an ordinance levying assessments on property within the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the

proposed assessment roll for the District (the "Assessment Roll") and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on September 10, 2025, the City Secretary filed the Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on September 19, 2025 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owner of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on October 14, 2025, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Assessed Property (as defined in the Service and Assessment Plan) (the "Authorized Improvements"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Legacy Celina Public Improvement District Service and Assessment Plan, dated October 14, 2025, in a form substantially similar to the attached ***Exhibit A*** (as updated, amended, and/or restated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Assessment Roll attached thereto as Appendix G; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary or the Assistant City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments against the Assessed Property; and

WHEREAS, the owner (the "Landowner"), or its representatives, of all of the privately-owned and taxable property located within the District, who is the person to be assessed pursuant to this Ordinance, has previously indicated its approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and now therefore

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Authorized Improvements (as reflected in the Service and Assessment Plan), the Bond Issuance Costs and the Administrative Expenses (collectively, the "District Authorized Improvements") pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Assessed Property will receive from the District Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the District Authorized Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the District Authorized Improvements to be assessed against the Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Assessed Property because of the District Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the District Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the District Authorized Improvements set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the District Authorized Improvements on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the District Authorized Improvements;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll for the Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted in a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the District Authorized Improvements.

(a) The City Council hereby levies an assessment on each parcel of Assessed Property (excluding Non-Benefited Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the District Authorized Improvements is set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of each parcel of Assessed Property, including without limitation such Landowner's obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowner, as the owner of each parcel of Assessed Property, and its transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor-Collector of Collin County is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

PASSED AND ADOPTED, this the 14th day of October, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

LEGACY CELINA
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

October 14, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

LEGACY CELINA
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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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 being 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 an 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 October 14, 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.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. and 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.

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The 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 being 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.

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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.

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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.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed Authorized 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 being 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.

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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.

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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 interest rate of 6.50%. Interest on the PID Reimbursement Agreement shall be paid based on an 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.

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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.

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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.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify 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.

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APPENDIX A
PID MAP

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

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

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
ASSESSMENT ROLL

Appendix G-1
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 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
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 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
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.
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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.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Conduct a Public Hearing, discuss and take action on an Ordinance expanding the boundary of Tax Increment Reinvestment Zone No. 15 and amending the Project and Finance Plans to add additional projects and estimated costs for the expanded territory. (Stovall)

Background Information:
On June 13, 2023, the City Council established Tax Increment Reinvestment Zone (TIRZ) #15 through Ordinance No. 2023-52. The original Project and Finance Plan was adopted by the City Council on July 11, 2023. The zone initially encompassed 413.88 acres within the Serenade development, with the City participating at a property tax rate of $0.20 per $100 of value.

The TIRZ #15 Board of Directors has reviewed and recommended approval of an Amended Project and Financing Plan. This updated plan is now being presented to the City Council for final consideration.

The key revisions to the plan center on expanding the Tax Increment Reinvestment Zone (TIRZ) and significantly increasing the total project costs. The Zone is set to expand by 53.828 acres, bringing the total area to 467.708 acres. The estimated public project costs for the new tract alone are $11.9 million, increasing the overall Zone project cost from $33 million to $44.9 million. The cost for the new tract is driven by a disproportionate allocation of offsite infrastructure expenses, including the Stallcup project and a new sewer trunk line. Because the new 54-acre tract has a net developable area only one-fifth the size of the original Serenade area, these fixed infrastructure costs result in a much higher cost per developable acre: $221,055/acre for the new tract versus $121,055/acre for the original Serenade tract.

The City Council is asked to consider and take possible action on the proposed Amended Project and Financing Plan for TIRZ #15. This action will formalize the expansion of the zone and approve the framework for financing the Serenade development's public improvements.

Legal Review:
Legal Review has been completed.

Supporting Documents:
1. Staff Presentation
2. Ord. 2025-97 expansion and PFP amendment

Financial Consideration:
This agenda item amends the original PFP for TIRZ #15.

Staff Recommendation:

TAX INCREMENT REINVESTMENT ZONE #15

PUBLIC HEARINGS

TIRZ #15 BOARD & CITY COUNCIL

OCTOBER 14, 2025

TIRZ #15

- Serenade Development
- Established June 13, 2023
- Property Tax TIRZ with a City participation Rate: $0.20 / $100

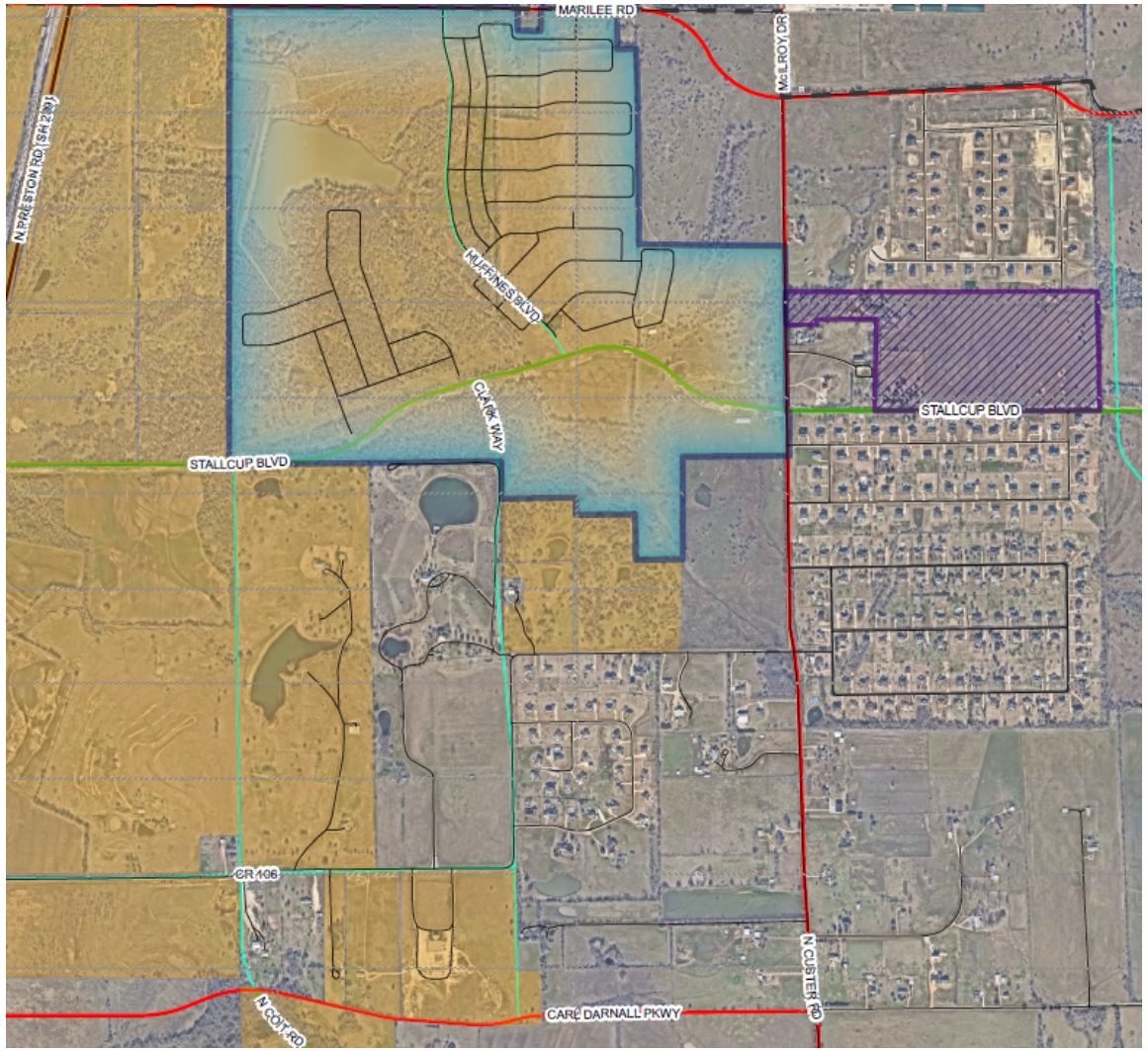
- Public Hearing for expanding the boundary of Tax Increment Reinvestment Zone No. 15, and amending the Project and Finance Plans to add additional projects and estimated costs for the expanded territory

TIRZ #15

Serenade Development

Located in northwest Celina, west of Preston Road, and south of Marilee.

Initially included 413.88 acres (blue)
Adding 53.828 acres to the zone (purple)



PROJECT AND FINANCING PLAN –PUBLIC HEARING

The key revisions to the plan center on expanding the Tax Increment Reinvestment Zone (TIRZ) and increasing the total project costs. The Zone is set to expand by 53.828 acres, bringing the total area to 467.708 acres. The estimated public project costs for the new tract alone are $11.9 million, increasing the overall Zone project cost from $33 million to $44.9 million.

TIRZ 15 Project Costs				
Public Improvements				
		Original Property	New Property	Total
Roads		$ 10,170,000	$ 5,198,951	$ 15,368,951
Water/Sewer		11,077,168	3,405,578	14,482,746
Storm Sewer/ Drainage		6,338,214	1,389,648	7,727,862
Trail/ Fencing		1,150,000	-	1,150,000
Soft Costs		3,448,246	1,845,322	5,293,568
	Public Improvement Costs	$ 32,183,628	$ 11,839,499	$ 44,023,127
	Economic Development Grant	400,000	-	400,000
	Administrative Costs	410,000	97,500	507,500
	Total Project Costs	$ 32,993,628	$ 11,936,999	$ 44,930,627

AMENDING ORIGINAL TIRZ AGREEMENT

- Allows for reimbursements of certain projects costs as identified in the Project and Financing Plan.
- Additional land (53.828 acres) is added to the zone, increasing its total size.
- The amended agreement adds Serenade East, LLC as a party to the agreement.

QUESTIONS?

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-97

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2023-52, AS AMENDED, TO EXTEND THE BOUNDARY OF TAX INCREMENT REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA, TEXAS AND APPROVING AMENDMENTS TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA, TEXAS TO INCLUDE ADDITIONAL PROJECTS, INCREASE THE TOTAL ESTIMATED PROJECT COSTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), adopted Ordinance No. 2023-52 on June 13, 2023 creating Reinvestment Zone Number Fifteen, City of Celina (the "Zone"); and

WHEREAS, pursuant to and as required by the Act, the governing body of the City (the "City Council") adopted Ordinance No. 2023-56 on June 13, 2023 adopting the Final Project and Finance Plan for the Zone, as amended (the "Final Project and Finance Plan"); and

WHEREAS, on October 14, 2025, the Board of Directors of the Zone recommended expansion of the Zone boundary and adoption of amendments to the Final Project and Finance Plan to add additional projects and increase the total project costs, which amended Final Project and Finance Plan is attached hereto as **Appendix A** (the "Amended Final Project and Finance Plan"); and

WHEREAS, the City Council held a public hearing on October 14, 2025, following the Zone Board meeting, on the expansion of the boundary and the Amended Final Project and Finance Plan in conformance with the provisions of Sections 311.007(c), 311.011(e) and 311.003(c) of the Act, after having published notice of the public hearing at least seven days prior in accordance with the Act; and

WHEREAS, the City Council finds that the expansion of the Zone boundary and the additional proposed improvements and additional project costs as set forth in the Amended Final Project and Finance Plan are feasible and will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City; and

WHEREAS, the City Council finds that the attached Amended Final Project and Finance Plan meets the requirements of the Act.

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

Section 1. Findings. The recitals, findings, and determinations contained in the preamble to this

Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

Section 2. Amended Final Project and Finance Plan Adopted. The Board of Directors for the Zone have prepared and recommended adoption of the Amended Final Project and Finance Plan described in this Ordinance and have submitted the recommendations to this City Council. The Amended Final Project and Finance Plan for Reinvestment Zone Number Fifteen, City of Celina attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved.

Section 3. **Expanded Boundary Approved.** The Board of Directors for the Zone have prepared and recommended expansion of the Zone boundary to include the New Property (defined below) and have submitted the recommendations to this City Council. The boundary of the Zone is extended to add the real property identified as Collin County Central Appraisal District Parcel #2759612 ("New Property"), being approximately 53.869-acres, with a base year of 2025 for future increment calculation of the New Property. The map. land uses and the legal description of New Property are identified in **Appendix A**, the Amended Final Project and Finance Plan.

Section 4. **Base Year of New Property.** Pursuant to Section 311.012(c) of the Act, the tax increment base for the Zone is increased by the taxable value of all real property in the New Property for the 2025 tax year. The tax increment base for property located within the original boundaries of the Zone prior to the adoption of this Ordinance shall remain unchanged. The City and any participating taxing entities will participate in the New Property by contributing tax increment to the tax increment fund for the Zone from taxes levied and collected by the City at the percentage rate specified in the Plan.

Section 5. Severability. Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. **Open Meetings**. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF

CELINA, TEXAS THIS THE 14th DAY OF OCTOBER, 2025.

CITY OF CELINA, TEXAS

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

APPENDIX A TO ORDINANCE
AMENDED FINAL PROJECT AND FINANCE PLAN

REINVESTMENT ZONE NUMBER FIFTEEN
CITY OF CELINA, TEXAS
AMENDED FINAL PROJECT AND FINANCE PLAN

(SERENADE DEVELOPMENT)

(the "Final Plan")

Originally Adopted: July 11, 2023
Amended: October 14, 2025

1. INTRODUCTION.

1.1 Authority and Purpose. The City of Celina, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is economically feasible, and that creation of the zone is in the best interest of the City and the property in the zone. On June 13, 2023, the City created Reinvestment Zone Number Fifteen, City of Celina, Texas (the "Zone") that includes approximately 413.880 acres (the "Original Property"). The Original Property is governed by that certain Development Agreement between the City and HC Celina 414, LLC, a Texas limited liability company (the "Developer") entered into on January 11, 2022 and recorded in the Collin County Public Records as Document Number 20220120000108420 (as amended, the "Development Agreement"). The Development Agreement includes the City's consent to the creation of the Serenade Municipal Utility District encompassing the Property (the "District"). The purpose of the Zone is to facilitate such development by financing the costs of public works, public improvements, programs, economic development grants, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act. The Development Agreement provided that a certain amount of land may be added into the Zone and the District. The City has added and additional 53.828 acres into the Zone (the "New Property", with the Original Property and the New Property together herein the "Property")

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Eligibility. The Property meets the eligibility requirements of the Act. The Property is primarily open, undeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics, development of the Property will not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base in the Zone. If the Project Costs (as defined in Section 8) are paid to the Developer as contemplated by this Final Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City quality development.

1.4 Final Plan. Pursuant to the Act, the City Council must approve amendments to reinvestment zone final project and finance plan. The requirement of the Act for a reinvestment zone final project and finance plan for the Zone was satisfied by the adoption of the Final Project

and Finance Plan on July 11, 2023. This Amended Final Project and Finance Plan replaces the originally adopted plan in its entirety(this Amended Final Project and Finance Plan, the "Final Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, economic development grants, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, economic development grants, and projects will be undertaken and financed will be determined by this Final Plan and by the agreement authorized by Section 311.010(h) of the Act between the City and the Developer, as approved on July 11, 2023 and subsequently amended on October 14, 2025 (the "TIRZ Agreement"), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. By the adoption of Ordinance No. 2023-52 on June 13, 2023, the City created the Zone. The ordinance creating the Zone appointed a Board of Directors for the Zone consisting of seven members (the "Board").

1.6 Board Recommendations. The Board reviewed the Final Plan and recommended its approval to the City Council, pursuant to which the City will continue contribute a portion of its City Tax Increment (as defined in Section 14) attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund").

2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in the City's corporate limits. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that will not be provided solely through private investment in the foreseeable future. A map of the Original Property and the original boundary of the Zone are shown on **Exhibit A**. A map of the New Property being added to the Zone is shown on **Exhibit A-1**.

2.2 Proposed Uses. The proposed use of the Property is single family and multifamily residential, as contemplated in the Development Agreement and depicted on the concept plan for the Original Property on **Exhibit B** and for the New Property on **Exhibit B-1**.

2.3 Metes and Bounds Description. The metes and bounds description of the Original Property is provided on **Exhibit C**. The metes and bounds description of the New Property is provided on **Exhiibt C-1**.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. The only changes to the City's ordinances, plans, codes, rules and regulations are those changes established by the Development Agreement.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs for the Original Property is shown on **Exhibit D**, and such costs are estimated to be approximately

$263,930,000. The list of non-project costs for the New Property is shown on **Exhibit D-1**, and such costs are estimated to be approximately $2,200,000.

6. PROPOSED PUBLIC IMPROVEMENTS. Development of the Zone will include all public improvements required for full development of the Property, including water, sewer, drainage, roadway, trail, fencing, and other public improvements as contemplated by the Development Agreement ("Public Improvements"), which improvements are to be reimbursed pursuant to this Final Plan and the TIRZ Agreement, provided, however, the Developer shall not be reimbursed twice for the same Public Improvement, once from the District and once from the TIRZ. For the avoidance of doubt, using TIRZ revenue to subsidize debt service payments on District bonds does not result in the Developer being paid twice. For example, in this instance, the TIRZ funds pay the District once and the District pays the Developer once. The estimated locations of the proposed Public Improvements for the Original Property are depicted on **Exhibit E**. The estimated locations of the proposed Public Improvements for the New Property are depicted on **Exhibit E-1**. These locations are provided for informational purposes only and may be revised from time to time without amending this Final Plan.

7. ECONOMIC DEVELOPMENT PROGRAM. The City Council has determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of an economic development program authorized by Section 311.010(h) of the Act, Chapter 380 of the Texas Local Government Code, and Article III, Section 52-a, Texas Constitution, as amended (the "Economic Development Provision"), which allows the Board, subject to the approval of the City Council, to establish and provide for the administration of one or more programs necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and the City, and may include programs to make grants of any lawfully available money from the TIRZ Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone (the "Economic Development Program"). The Economic Development Program established in this Section is authorized by the Economic Development Provision. The City shall make an Economic Development Grant (as defined in Section 8) from the City TIRZ Contribution (as defined in Section 11) consistent with the terms of the Development Agreement and the TIRZ Agreement.

8. ESTIMATED PROJECT COSTS. The "Project Costs" for the Zone are defined as the actual Administrative Costs (hereinafter defined), the actual costs of Public Improvements to be reimbursed to the Developer as "project costs" as defined by Section 311.002(1) of the Act or, if such costs are not defined by Section 311.002(1) of the Act as "project costs," then as grants from the TIRZ Fund pursuant to, and only to the extent authorized by, Chapter 380 of the Texas Local Government Code and the Board's authority pursuant to Section 311.010(h) of the Act, including all reasonable and customary soft costs related thereto, and the Economic Development Grant including interest at a rate of six percent per year on such grant. The total project costs for the Original Property within the Zone are estimated to be $32,183,628 as set forth on **Exhibit F** as well as an economic development grant equal to $400,000 plus interest at a rate of six percent per year until paid as consideration for the Developer's payment to the City pursuant to Section 6.2 of the Development Agreement, but only if such payment is not timely reimbursed to the Developer as described in Section 6.2 of the Development Agreement (the "Economic Development Grant"). The total project costs for the New Property within the Zone are estimated to be $ 11,936,999 as

set forth on **Exhibit F-1**. The City shall be reimbursed from the Zone Fund for the actual, direct reasonable costs paid or incurred by or on behalf of the City to administer the TIRZ consisting of the imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of this Final Plan and the actual costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City directly related to the development of the Property (the "Administrative Costs"). The Project Costs estimated and described on **Exhibit F** and **Exhibit F-1** are considered estimates and do not act as a limitation on the described items, and actual amounts may vary materially from estimates in this Final Plan.

9. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F** and **Exhibit F-1**. The time intervals set forth on **Exhibit F** and **Exhibit F-1** are estimates and are subject to change without amending this Final Plan.

10. ECONOMIC FEASIBILITY. Economic feasibility has been evaluated over the term of the Zone, in part based on the "Feasibility Study" set forth on **Exhibit G**, which focuses on only direct financial benefits (i.e., ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $329,912,500 in total new real property tax revenue for the participating taxing entities.

11. CITY TIRZ CONTRIBUTION. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount equal to twenty cents per $100 of the assessed value from ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source), to the extent permitted by the Act, (the "City TIRZ Contribution"), which equates to approximately 31 percent of the current City tax rate, unless the City modifies or revokes any of the District Consents as defined in the Development Agreement (the "District Consents"). Notwithstanding anything to the contrary in this Final Plan, if the City modifies or revokes any of the District Consents, the City's TIRZ Contribution shall automatically be increased and defined to mean an amount equal to one hundred percent (100%) of the ad valorem real property taxes collected by the City from the Property (or an equivalent amount from any other legally permitted source), to the extent permitted by the Act, for the remaining term of the Zone. Provided the City does not modify or revoke any of the District Consents, (a) the City TIRZ Contribution over the life of the Zone is estimated at $31,262,169, which will be deposited into the TIRZ Fund to pay for the Project Costs; and (b) the remaining new real property tax revenue over that period, estimated at $67,957,547 shall be retained by the City in its general fund, in addition to existing ad valorem tax revenues generated from the Tax Increment Base (defined below). One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated. The estimated City TIRZ Contribution over the life of the Zone stated in this section is an estimate and does not act as a limitation.

12. ESTIMATED BONDED INDEBTEDNESS. The City does not contemplate any tax increment reinvestment zone bonds or public indebtedness to be issued by the City secured by the

tax increment pursuant to the Act. The City TIRZ Contribution shall not be pledged to the repayment of District debt, but may be used by the Developer or the District for any District purpose allowed by the TIRZ Act, including, but not limited to, subsidizing debt service payments on District bonds.

13. TAX INCREMENT BASE. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. For the Original Property in the Zone, the total appraised value of taxable real property in the Zone in 2023 equaled $264,044, and the current 2025 total appraised value of the of the real property consisting of the New Property in the Zone is $5,490, which represents the "Tax Increment Base."

14. ESTIMATED CAPTURED APPRAISED VALUE. The captured appraised value of the Property taxable by the City for a year is the total taxable value of all of the Property by the City for that year less the Tax Increment Base (the "Captured Appraised Value"). The amount of the city tax increment in the Zone for a year is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value (the "City Tax Increment"). It is estimated that upon expiration of the term of the Zone, the total captured appraised value of taxable real property in the Zone will be at least $563,709,773 in 2023 dollars.

15. METHOD OF FINANCING. The City shall deposit the City TIRZ Contribution into the TIRZ Fund beginning in 2024. Deposits into the TIRZ Fund shall be used to pay the following costs in the following order of priority: (1) first, to pay Administrative Costs; (2) second, to reimburse the Developer for Project Costs excluding the Economic Development Grant; (3) third, to pay the Economic Development Grant to the Developer, including interest on the grant at a rate of six percent per year, but only if such payment is not timely reimbursed to the Developer as described in Section 6.2 of the Development Agreement; and (4) fourth, to pay other TIRZ costs as determined by the City only after the Developer has been paid in full pursuant to the terms of the Development Agreement and the TIRZ Agreement. Notwithstanding anything to the contrary in this paragraph, at the City's option, the Economic Development Grant (or portions thereof) may be paid to the Developer at the earliest possible time, following payment of Administrative Costs, to prevent additional interest from accruing on such grant.

16. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall commence upon the passage and approval of the ordinance creating the Zone and shall continue in effect until the earlier of the Designated Termination Date (hereinafter defined) or the date on which all Project Costs, tax increment bonds and interest on those bonds, and other TIRZ obligations have been paid in full. For purposes of this section, the Designated Termination Date means the last of the following dates to occur: (a) 35 years after the date the last final plat for a portion of the Property is recorded; or (b) the date the last series of District bonds required to fund full development of the Property is paid; or (c) if no District bonds are issued, the date that the Developer is reimbursed for all amounts required to fund full development of the Property that would be eligible for reimbursement if the District had issued bonds. For purposes of this section, TIRZ obligations include all obligations under the TIRZ Agreement, including payment of all developer reimbursements required by the TIRZ Agreement. For purposes of this Section, the phrase "full development of the Property" means Public Infrastructure required for final plat approval has been constructed and accepted by the City and the final plat may be recorded in the county real property records.

17. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Zone-Original Boundary and Original Property
Exhibit A-1	Map of the Zone—Expanded Boundary and New Property
Exhibit B	Concept Plan for Original Property
Exhibit B-1	Concept Plan for New Property
Exhibit C	Legal Description of the Zone-Original Property
Exhibit C-1	Legal Description of Zone-New Property
Exhibit D	Non-Project Costs – Original Property
Exhibit D-1	Non-Project Costs- New Property
Exhibit E	Public Improvements – Original Property
Exhibit E-1	Public Improvements – New Property
Exhibit F	Estimated Project Costs and Time When Costs are to be Incurred-Original Property
Exhibit F-1	Estimated Project Costs and Time When Costs are to be Incurred-New Property
Exhibit G	Feasibility Study

Exhibit A
Map of the Original Property and Original Zone Boundary

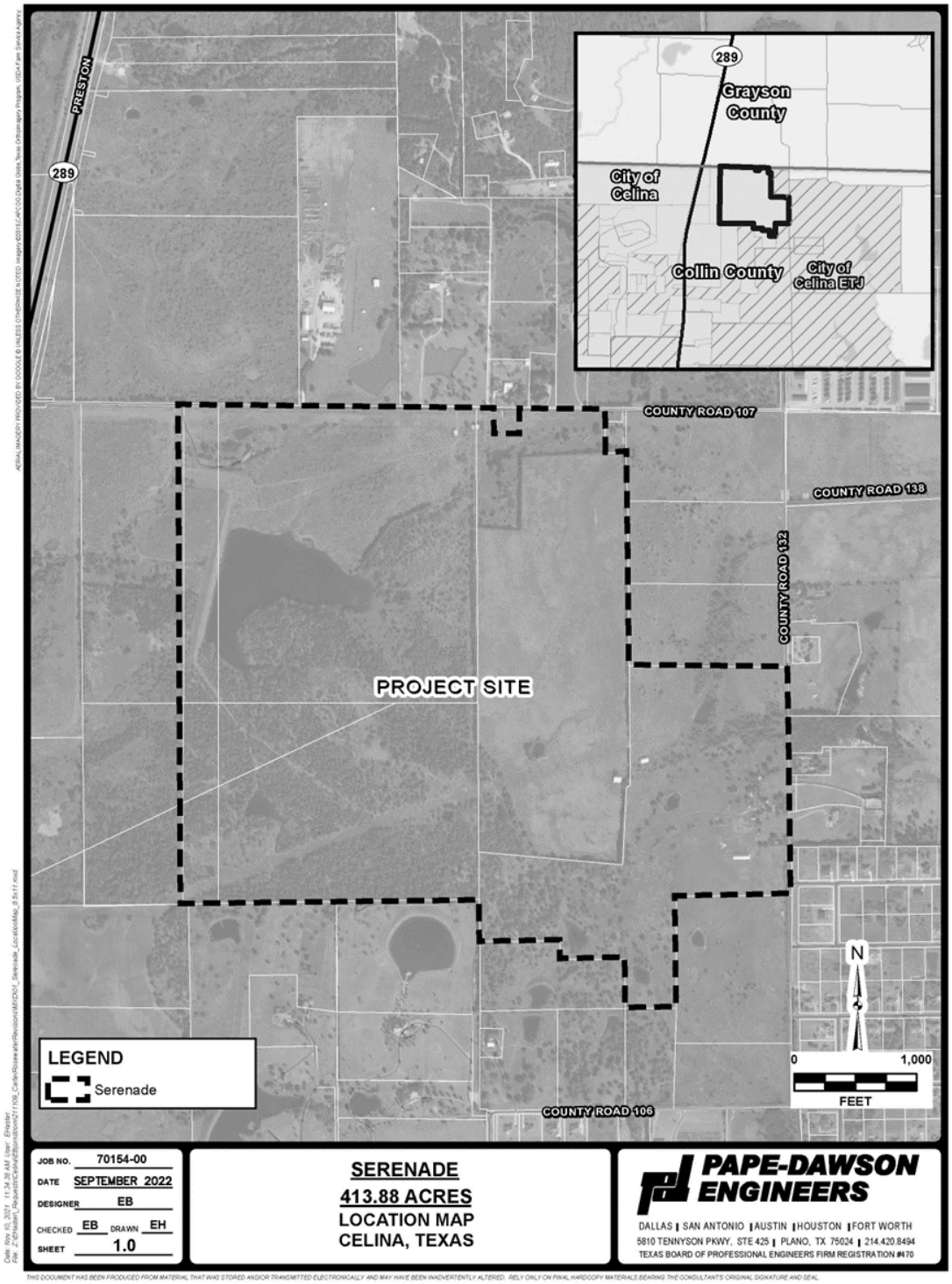


Exhibit A-1
Map of the New Property and Expanded Zone Boundary

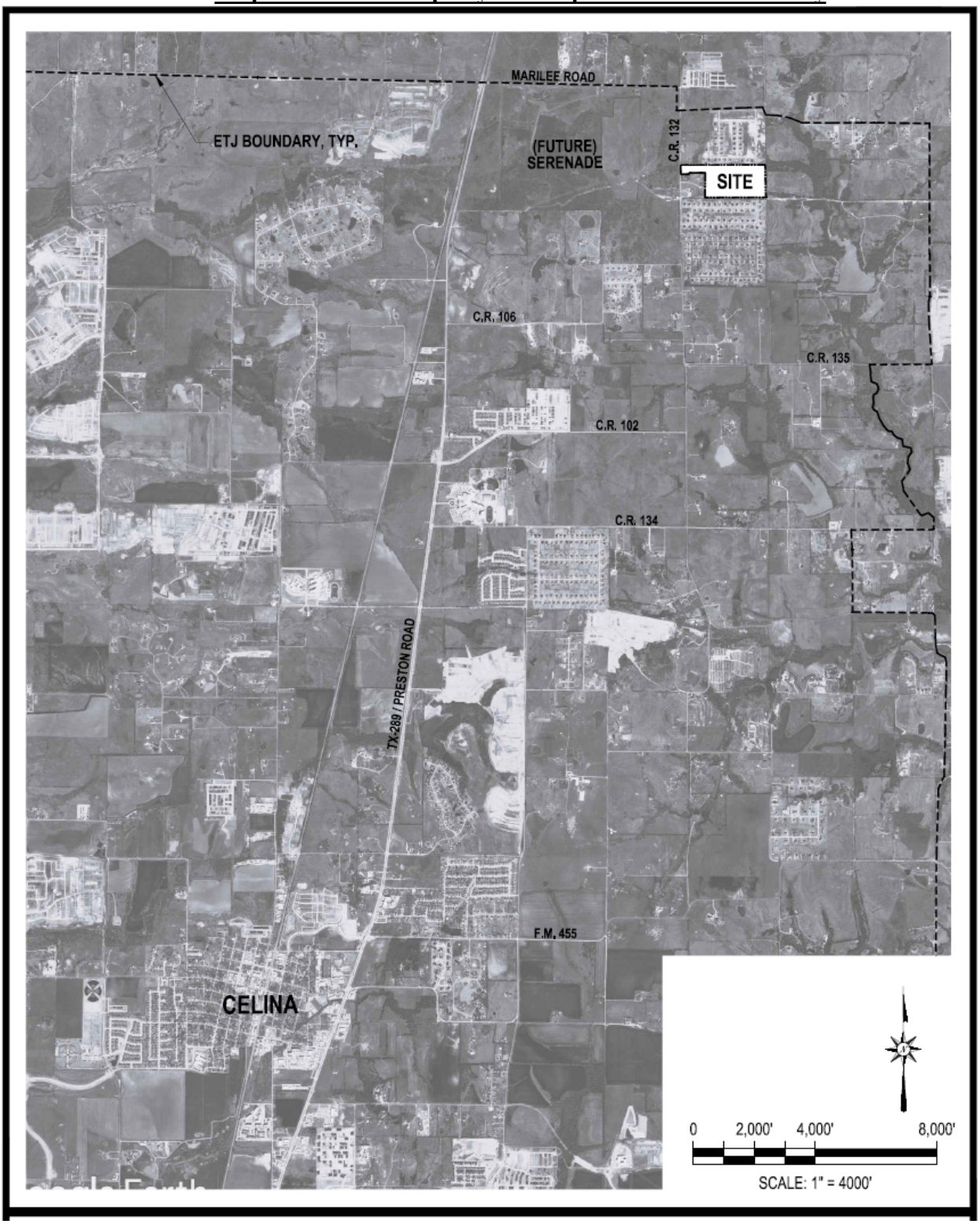


Exhibit B
Concept Plan – Original Property

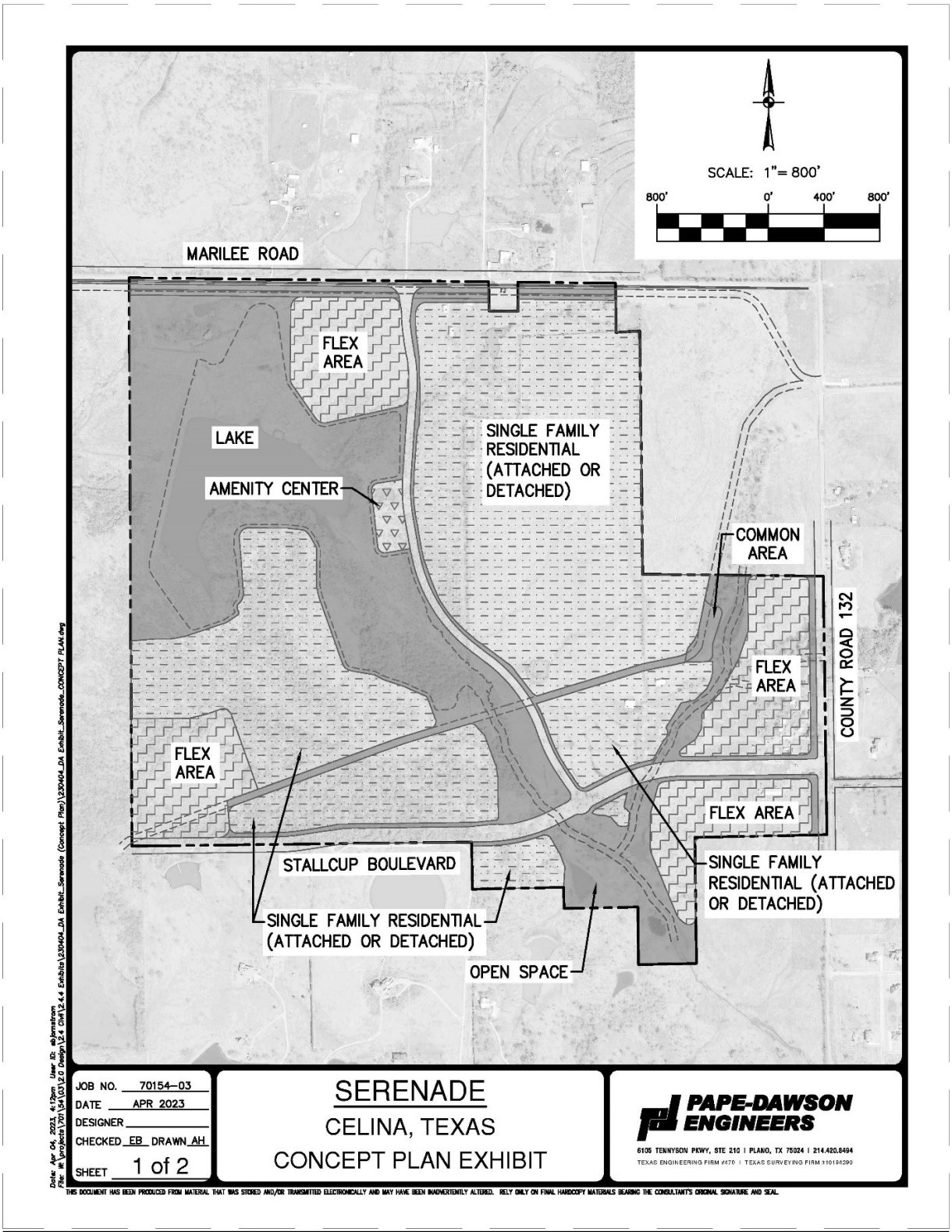


Exhibit B-1
Concept Plan – New Property

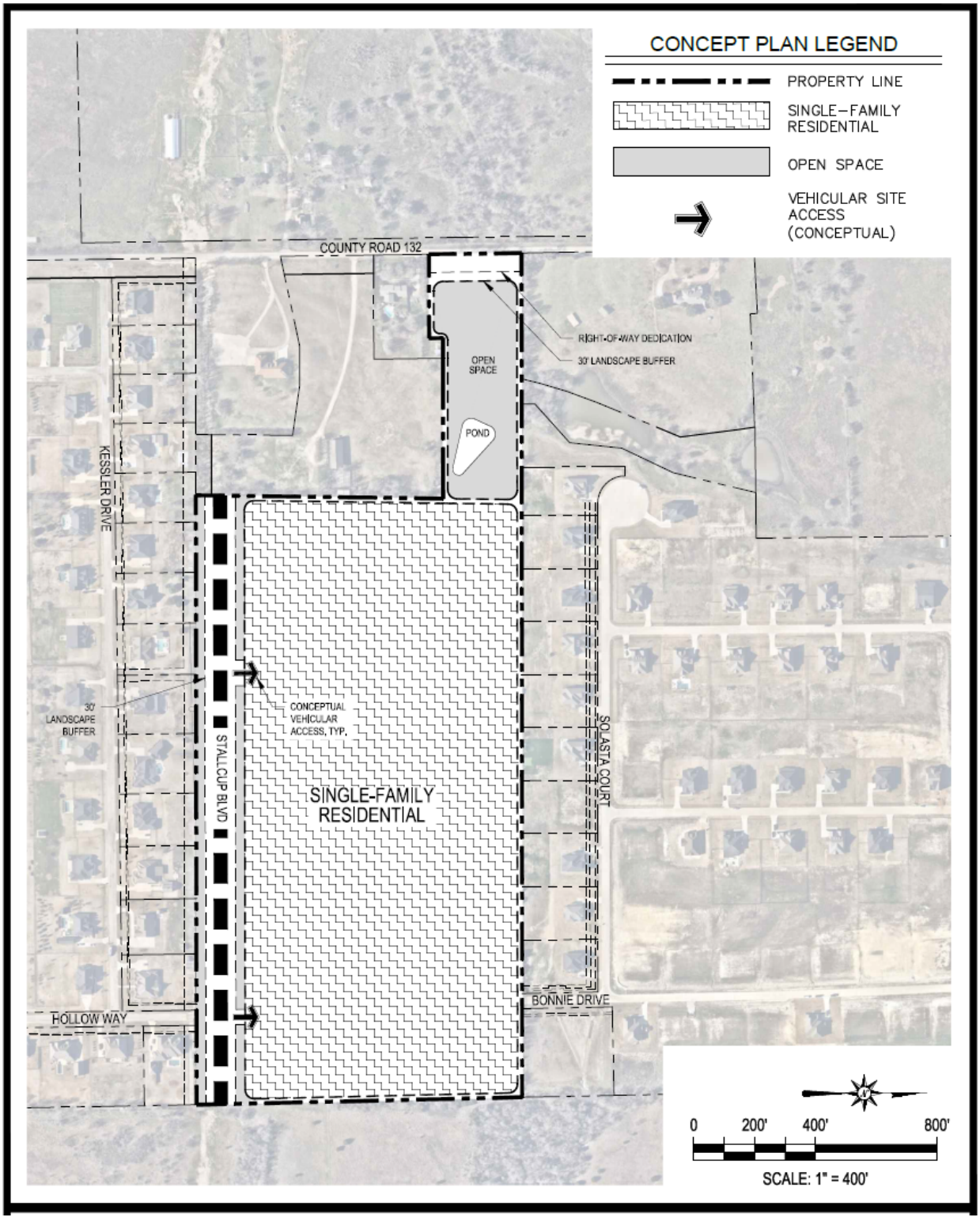


Exhibit C
Legal Description of the Original Property in Zone
Approximately 413.880 acres

SITUATED in the State of Texas, County of Collin, being part of the John Davis Survey, Abstract No. 247, part of the W. C. Lewis Survey, Abstract No. 533, part of the T & P Railway Company Survey, Abstract No. 931, part of the B.B. B. & C. Railway Company Survey, Abstract No. 127, being part of a 300 acre tract of land as recorded in Volume 758, Page 493 and Volume 1154, Page 497, part of a 210 acre tract as recorded in Volume 5086, Page 2603, and part of a 110 acre tract as recorded in Volume 334, Page 397 all in the Collin County Land Records, with said premises being more particularly described as follows:

BEGINNING at a Mag Nail for corner in the approximate middle of County Road 107 and being in the north line of said 300 acre tract, from which a 1/2" iron rod found for reference bears South 00°16'10" East, 17.81 feet, said beginning corner being the northeast corner of a 74.937 acre tract as recorded under County Clerk No. 20150521000592850 of the Collin County Land Records, from said beginning corner the northwest corner of said 300 acre tract bears North 89°21'56" West, 748.16 feet, additionally said beginning corner being in the south line of a called 66.38 acre tract as recorded in Volume 2611, Page 680 of the Deed Records of Grayson County, Texas;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract and said 210 acre tract, and the south line of said 66.38 acre tract, the south line of a called 45.927 acre tract as recorded in Volume 3539, Page 866, the south line of a called 19.985 acre tract as recorded under Doc. No. 2017-11996, and partway with the south line of a called 3.00 acre tract in Volume 2508, Page 93 all in the Deed Records of Grayson County, Texas, South 89°21'56" East (Basis of Bearing), 2579.69 feet to a P.K. Nail set marking the northwest corner of a 1.00 acre Cell Tower Site retained by the current owner;

THENCE departing said roadway and along the west line of said 1.00 acre Cell Tower Site, South 00°39'21" East, 208.71 feet to a point marking the southwest corner of said Cell Tower Site;

THENCE with the south line of said 1.00 acre Cell Tower Site, South 89°21'56" East, 208.76 feet to a point marking the southeast corner of said 1.00 acre Cell Tower Site;

THENCE with the east line of said 1.00 acre Cell Tower Site, North 00°39'21" West, passing at 30.00 feet a ½" reference iron rod found on line, passing at 193.71 feet a ½" iron rod set on line for reference, and continuing for a total distance of 208.71 feet to a P.K. Nail set marking the northeast corner of said 1.00 acre Cell Tower Site in the approximate middle of County Road 107, and being in the north line of said 300 acre tract, and the south line of the aforementioned 3.00 acre tract;

THENCE with the approximate middle of County Road 107, the north line of said 300 acre tract, the north line of the aforementioned 110 acre tract, the south line of said 3.00 acre tract, the south line of a called 2.40 acre tract recorded in Volume 2386, Page 212, the south line of a called 10.25 acre tract as recorded in Volume 1625, Page 78, the south line of a called 60.9 acre tract as recorded in Volume 2521, Page 687 all in the Deed Records of Grayson County, Texas, South

89°21'56" East, 701.69 feet to a Mag Nail found marking the northerly most northwest corner of William Drummond's 1.363 acre tract Correction Deed as recorded under Clerk's No. 20200922001614070 of the Collin County Land Records;

THENCE departing said roadway and with the perimeter of said 1.363 acre tract as follows: South 00°39'21" East, passing a Roome capped iron rod set 92.21 feet, and continuing for a total distance of 353.37 feet to a Roome capped iron rod found marking its southwest corner; North 86°37'23" East with the south line of said 1.363 acre tract, a distance of 171.22 feet to a wood fence corner post found marking its southeast corner, same being in the east line of said 110 acre tract, the west line of the aforementioned 210 acre tract, and also being in the west line of a 22.02 acre tract as as recorded under Clerk's No. 20181204001480170 of the Collin County Land Records;

THENCE with the general course of a wire fence along the east line of said 110 acre tract, the west line of said 210 acre tract, with the west line of said 22.02 acre tract, the west line of a 20.00 acre tract as recorded under County Clerk No. 202006290009911040, and a 20.00 acre tract under County Clerk No. 20200817001339900 of the Collin County Land Records, South 00°39'21" East, 1,746.66 feet to a ½" iron rod found marking the southwest corner of said 20.00 acre tract (CC#20200817001339900);

THENCE with the south line of said 20.00 acre tract, and passing through said 210 acre tract, South 89°21'56" East, passing at 1266.39 feet a ½" iron rod found for reference, and continuing for a total distance of 1296.39 feet to a Mag Nail found marking the southeast corner of said 20.00 acre tract, and being in the approximate of County Road 132, and a called 9.40 acre tract as recorded in Volume 4646, Page 1192 of the Collin County Land Records;

THENCE South 00°47'36" East along the east line of said 210 acre tract, the west line said 9.40 acre tract, the west line of a called 69.3 acre tract as recorded under Clerk's No. 20170605000723319, the west line of a called 1.500 acre tract as recorded under Clerk's No. 20180606000696520, the west line of Magnum Estates as recorded in Volume 2019, Page 157, and the west line of a called 4.3441 acre tract as recorded under Clerk's No. 20191216001595160 all in the Collin County Land Records or Map Records, a total distance of 1,476.44 feet to a point for corner from which a P.K. Nail for reference bears North 31°48'49" West, 0.38 feet, said point for corner being the northwest corner of Highland Crossing as recorded in Volume 2019, Page 300 of the Collin County Map Records;

THENCE continuing with the approximate middle of County Road 132, the east line of said 210 acre tract, and the west line of Highland Crossing, South 00°52'38" East, 380.56 feet to a Railroad Spike found marking the northeast corner of a called 26.13 acre tract as recorded under Clerk's No. 20170502000560210 of the Collin County Land Records;

THENCE departing said roadway, South 88°49'47" West, passing through said 210 acre tract, and with the north line of said 26.13 acre tract, passing at 15.00 feet a ½" iron rod found for reference, and continuing for a total distance of 948.30 feet to a Roome capped iron rod found marking the northwest corner of said 26.13 acre tract;

THENCE passing through said 210 acre tract and with the west line of said 26.13 acre tract,

South 00°44'16" East, 905.28 feet to a Roome capped iron rod found marking the northeast corner of Laborde's 7.734 acre tract as recorded under Clerk's No. 20110915000983700 of the Collin County Land Records;

THENCE passing through said 210 acre tract, and with the north line of said 7.734 acre tract, South 88°49'58" West, 415.91 feet to a steel fence corner post found for corner from which a Roome capped iron rod found bears North 69°28'57" East, 0.32 feet, said point for corner being the northwest corner of said 7.734 acre tract, and the southeast corner of a called 13.552 acre tract as recorded under Clerk's No. 20091015001273960 of the Collin County Land Records;

THENCE with the general course of a wire fence and passing through said 210 acre tract and along a common line with said 13.552 acre tract as follows: North 00°45'23" West, 413.01 feet to a point for corner from which a steel fence corner post bears North 88°50' East, 0.78 feet; South 88°49'58" West, 529.56 feet to a steel fence corner post from which a Roome capped iron rod bears South 70°09' East. 0.79 feet; North 00°41'46" West, 152.89 feet to a fence corner post from which a Roome capped iron rod found bears North 73°22' East, 0.42 feet; and South 88°49'58" West, 656.73 feet to a point for corner between two existing fences and marking the northwest corner of said 13.552 acre tract, being in the west line of said 210 acre tract, and being in the east line of a called 99.376 acre tract as recorded in Volume 5145, Page 3200 of the Collin County Land Records;

THENCE with the general course of a wire fence, the west line of said 210 acre tract, and the east line of said 99.376 acre tract, North 00°39'11" West, 338.79 feet to a fence post for corner from which a ½" iron rod found bears North 59°22'East, 0.41 feet, said fence post marking the northeast corner of said 99.376 acre tract, and the southeast corner of the aforementioned 300 acre tract;

THENCE with the general course of a wire fence, the south line of said 300 acre tract, and the north line of said 99.376 acre tract, South 89°17'50" West, 2438.96 feet to a Roome capped iron rod found marking the southeast corner of the aforementioned 74.937 acre tract;

THENCE with the general course of a wire fence, and the east line of said 74.937 acre tract, North 00°16'10" West, passing at 4064.32 feet said ½" reference iron rod found, and continuing for a total distance of 4082.13 feet to the place of beginning and containing 413.880 acres of land.

Exhibit C-1
Legal Description of New Property in the Zone
Approximately 53.869 acres

TRACT 1

DESCRIPTION, of a 53.869-acre (2,346,542-square-foot) tract of land situated in the Christopher Nolan Survey, Abstract No. 664, in the City of Celina, Collin County, Texas; said tract being all of that called 53.869-acre tract of described in Warranty Deed to Celina54Acres, LLC recorded in Instrument No. 20210730001544110 of the Official Public Records of Collin County, Texas; said 53.869-acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod with "RPLS 3963" cap found in a west line of that called 666.163-acre tract of land described in Special Warranty Deed with Vendor's Lien to Huffines Ranch, LLC recorded in Instrument No. 20201228002323720 of said Official Public Records; said point being the southeast corner of Highland Crossing North, an addition to the City of Celina according to the plat recorded in Volume 2022, Page 532 of said Official Public Records and the northeast corner of said Celina54Acres tract;

THENCE, South 01 degrees 18 minutes 55 seconds East, with the said west line of Huffines Ranch tract and with the east line of said Celina54Acres tract, a distance of 1,071.07 feet to a bent 1/2-inch iron rod found for corner; said point being the northeast corner of Highland Crossing, an addition to the City of Celina according to the plat recorded in Volume 2019, Page 300 of said Official Public Records and the southeast corner of said Celina54Acres tract;

THENCE, South 89 degrees 55 minutes 16 seconds West, departing the said west line of Huffines Ranch tract and with the north line of said Highland Crossing and the south line of said Celina54Acres tract, a distance of 2,003.33 feet to a point for corner; said point being the southeast corner of Lot 1, Block A, Magnum Estates, an addition to the City of Celina according to the plat recorded in Volume 2019, Page 157 of said Official Public Records and a southwest corner of said Celina54Acres tract; from said point a 5/8-inch iron rod with "KHA" cap found bears North 82 degrees 40 minutes 16 seconds West, 0.53 feet;

THENCE, North 00 degrees 46 minutes 48 seconds East, departing the said north line of Highland Crossing and with the east line of said Magnum Estates and a west line of said Celina54Acres, a distance of 813.80 feet to a 1/2-inchiron rod with "SPIARS ENG" cap found for corner; said point being the northeast corner of said Magnum Estates and an interior corner of said Celina54Acres tract;

THENCE, South 89 degrees 57 minutes 00 seconds West, with the north line of said Magnum Estates and a south line of said Celina54Acres tract, a distance of 461.49 feet to an angle point; said point being a northwest corner of said Magnum Estates and the northeast corner of that called 1.500-acre tract of land described in General Warranty Deed to Michael Reid and Spouse, Verna Reid recorded in Instrument No. 20211102002243940 of said Official Public Records; from said point a 5/8-inch iron rod with "COX 4577" cap found bears South 11 degrees 18 minutes 32 seconds East, 0.43 feet;

THENCE, South 89 degrees 57 minutes 00 seconds West, with the north line of said Reid tract and continuing with the said south line of Celina54Acres tract, a distance of 66.12 feet to a 5/8-inch iron rod with "COX 4577" cap found for corner; said point being a northwest corner of said Reid tract and an interior southeast corner of said Celina54Acres tract;

THENCE, South 00 degrees 41 minutes 50 seconds East, with a west line of said Reid tract and with an east line of said Celina54Acres tract, a distance of 45.68 feet to a post found for corner; said point being an

interior northwest corner of said Reid tract and a southeast corner of said Celina54Acres tract;

THENCE, South 89 degrees 57 minutes 00 seconds West, with a north line of said Reid tract and a south line of said Celina54Acres tract, a distance of 276.11 feet to a point for corner in the approximate centerline of County Road 132 (a variable-width public right-of-way) and in the east line of that called 413.880-acre tract of land described in Special Warranty Deed with Vendor's Lien to HG Celina414, LLC recorded in Instrument No. 20201230002363580 of said Official Public Records; said point being the northwest corner of said Reid tract and a southwest corner of said Celina54Acres tract; from said point a mag nail found bears North 85 degrees 35 minutes 17 seconds East,0.32 feet;

THENCE, North 00 degrees 45 minutes 51 seconds West, with the said approximate centerline of County Road 132, the said east line of HG Celina414 tract, and the west line of said Celina54Acres tract, a distance of 304.06 feet to a point for corner; said point being the southwest corner of that called 9.40-acre tract of land described in General Warranty Deed to R. Alan Moore recorded in Volume 4646, Page 1192 of said Official Public Records and the northwest corner of said Celina54Acres tract; from said point a MAG nail with washer found bears North 03 degrees 57 seconds West, 1.5 feet;

THENCE, North 89 degrees 57 minutes 19 seconds East, with the south line of said 9.40-acre Moore tract, the south line of that called 2.445-acre tract of land described in Special Warranty Deed to Alan R. Moore recorded in Instrument No. 2022000109663 of said Official Public Records, the south line of said Highland Crossing North, and the north line of said Celina54Acres tract, a distance of 2,774.88 feet to the

POINT OF BEGINNING and containing an area of 53.869 acres or 2,346,542 square feet of land, more or less.

TOGETHER WITH Non-Exclusive Easement Estate as created in that certain document entitled Pond Agreement, executed by and between Magnum Estates, LLC, a Texas Limited Liability Company, and Bethany Worship Center Assembly of God, Allen, Texas, a Texas Nonprofit Corporation, dated March 14, 2019, filed March 18, 2019, recorded in Instrument No. 20190318000280520 of the Official Records of Collin County, Texas.

TRACT2
Non-exclusive Easement Estate as created in that certain document entitled Non-Exclusive Easement Agreement, executed by and between Bethany Worship Center Assembly of God, Allen, Texas, a Texas Nonprofit Corporation and Magnum Estates LLC, a Texas Limited Liability Company, dated March 14, 2019, filed March 18, 2019, recorded in Instrument No. 20190318000280510 of the Official Records of Collin County, Texas.

Exhibit D
Non-Project Costs - Original Property

NON-PROJECT COSTS

Serenade TIRZ

Land Use	Units	Lot Value [(a)]		Buildout Value [(a)]		Estimated Non-Project Costs
		Per Unit	Total	Per Unit	Total	
50' Lot	692	74,000	51,208,000	370,000	256,040,000	$204,832,000
60' Lot	46	80,500	3,703,000	402,500	18,515,000	14,812,000
70' Lot	121	91,500	11,071,500	457,500	55,357,500	44,286,000
Total	859		$65,982,500		$329,912,500	$263,930,000

(a) Based on data provided by the Developer.

Exhibit D-1
Non-Project Costs - New Property

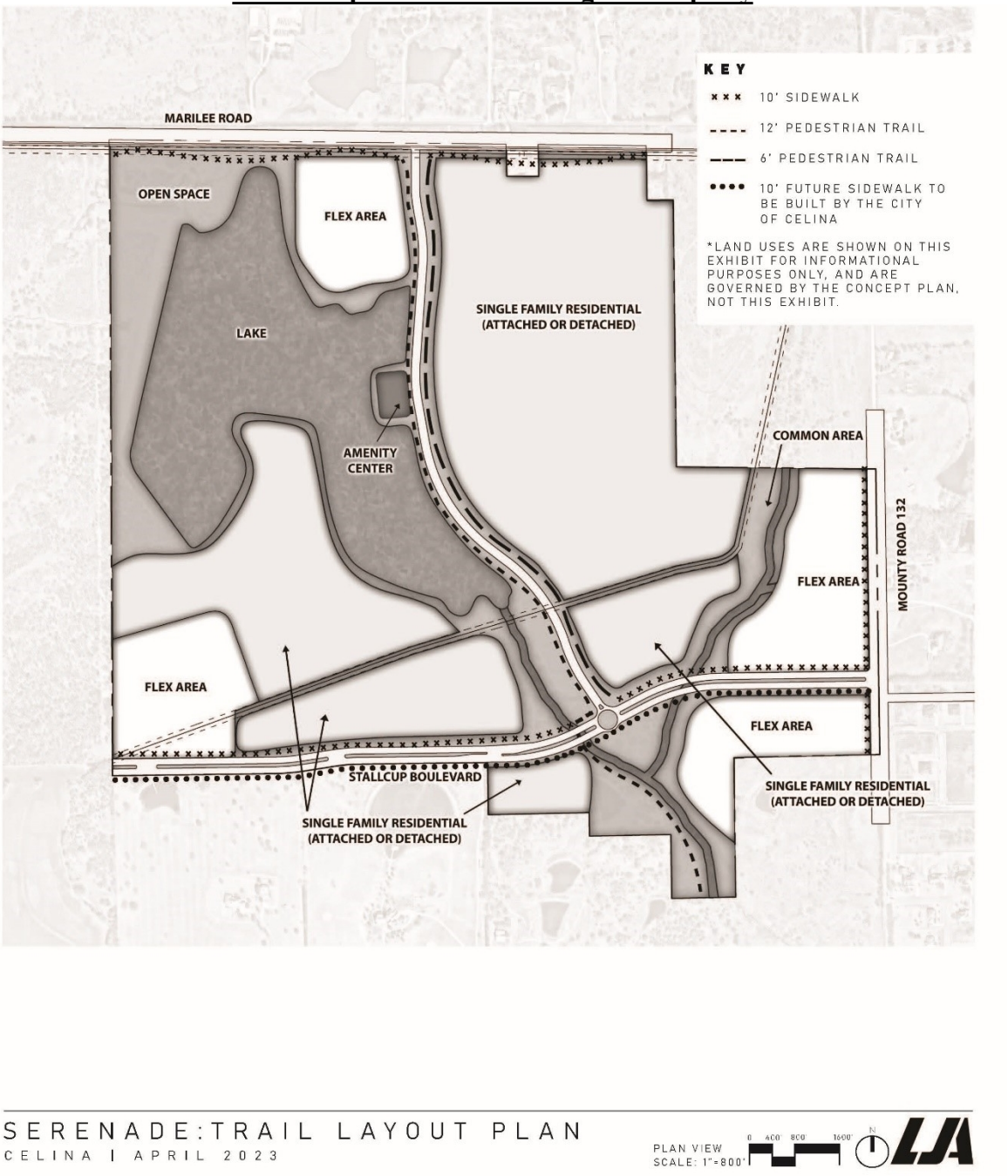
NON-PROJECT COSTS

Serenade TIRZ

Land Use	Units	Lot Value [a]		Buildout Value [a]		Estimated Non-Project Costs
		Per Unit	Total	Per Unit	Total	
50' Lot	107	120,000	12,840,000	450,000	48,150,000	$ 1,177,000
60' Lot	46	141,000	6,486,000	525,000	24,150,000	$ 607,200
70' Lot	27	161,000	4,347,000	575,000	15,525,000	$ 415,800
Total	180		$ 23,673,000		$ 87,825,000	$ 2,200,000

(a) Based on data provided by the Developer.

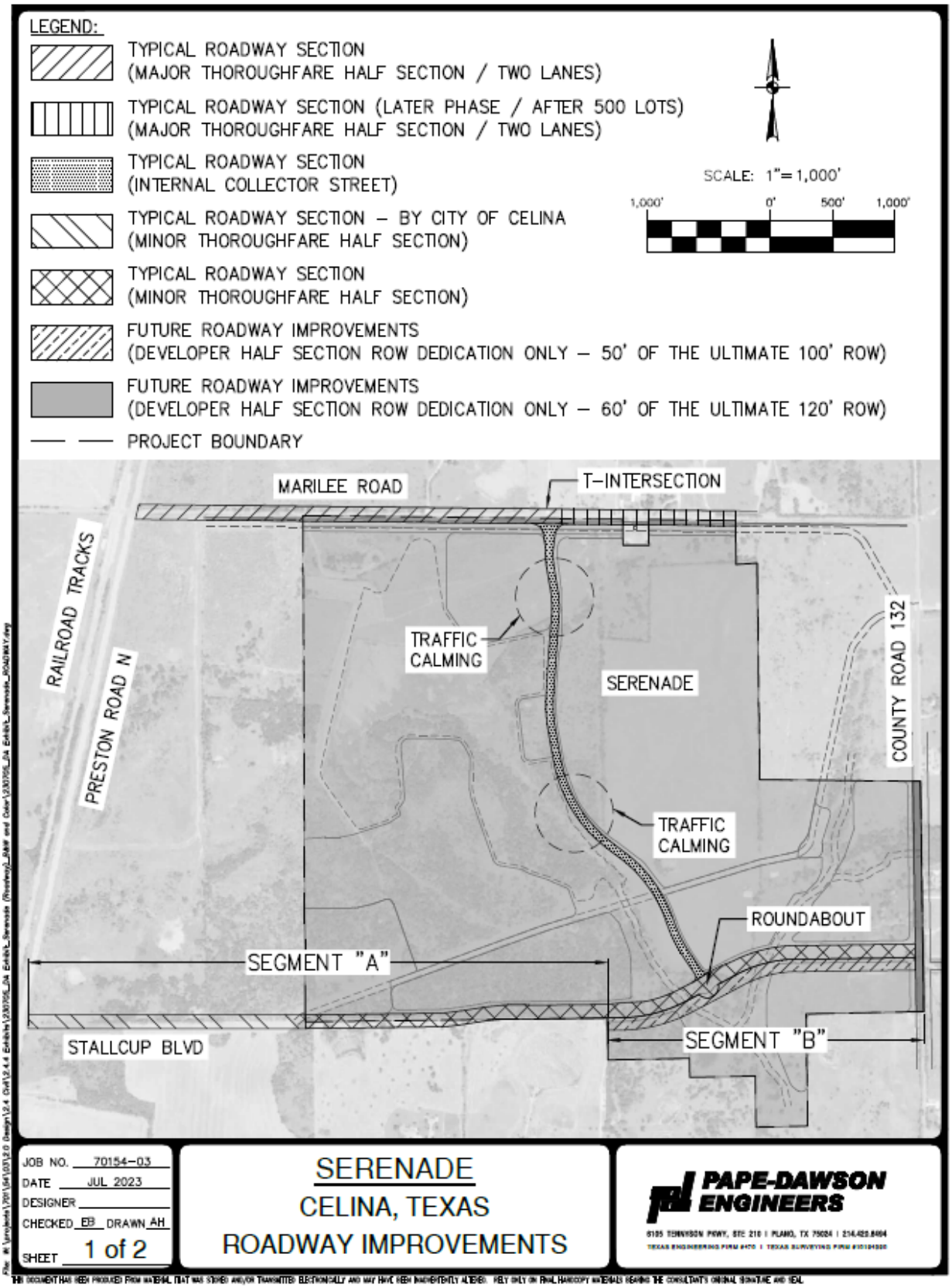
Exhibit E
Public Improvements for Original Property

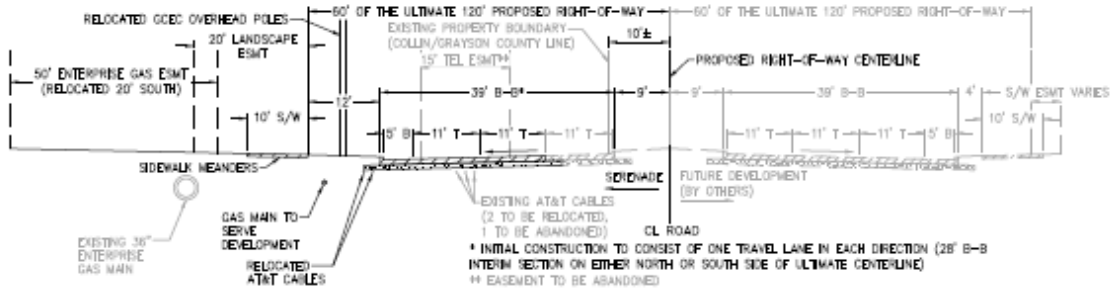


SERENADE: TRAIL LAYOUT PLAN

CELINA | APRIL 2023

PLAN VIEW
SCALE: 1"=800'


LEGEND:
TYPICAL ROADWAY SECTION
(MAJOR THOROUGHFARE HALF SECTION / TWO LANES)
TYPICAL ROADWAY SECTION (LATER PHASE / AFTER 500 LOTS)
(MAJOR THOROUGHFARE HALF SECTION / TWO LANES)
TYPICAL ROADWAY SECTION
(INTERNAL COLLECTOR STREET)
TYPICAL ROADWAY SECTION – BY CITY OF CELINA
(MINOR THOROUGHFARE HALF SECTION)
TYPICAL ROADWAY SECTION
(MINOR THOROUGHFARE HALF SECTION)
FUTURE ROADWAY IMPROVEMENTS
(DEVELOPER HALF SECTION ROW DEDICATION ONLY – 50' OF THE ULTIMATE 100' ROW)
FUTURE ROADWAY IMPROVEMENTS
(DEVELOPER HALF SECTION ROW DEDICATION ONLY – 60' OF THE ULTIMATE 120' ROW)
PROJECT BOUNDARY
SCALE: 1"=1,000'
1,000' 0' 500' 1,000'
MARILEE ROAD
T-INTERSECTION
RAILROAD TRACKS
PRESTON ROAD N
TRAFFIC CALMING
SERENADE
COUNTY ROAD 132
TRAFFIC CALMING
ROUNDABOUT
SEGMENT "A"
SEGMENT "B"
STALLCUP BLVD
JOB NO. 70154-03
DATE JUL 2023
DESIGNER
CHECKED EB DRAWN AH
SHEET 1 of 2
SERENADE
CELINA, TEXAS
ROADWAY IMPROVEMENTS
PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8484

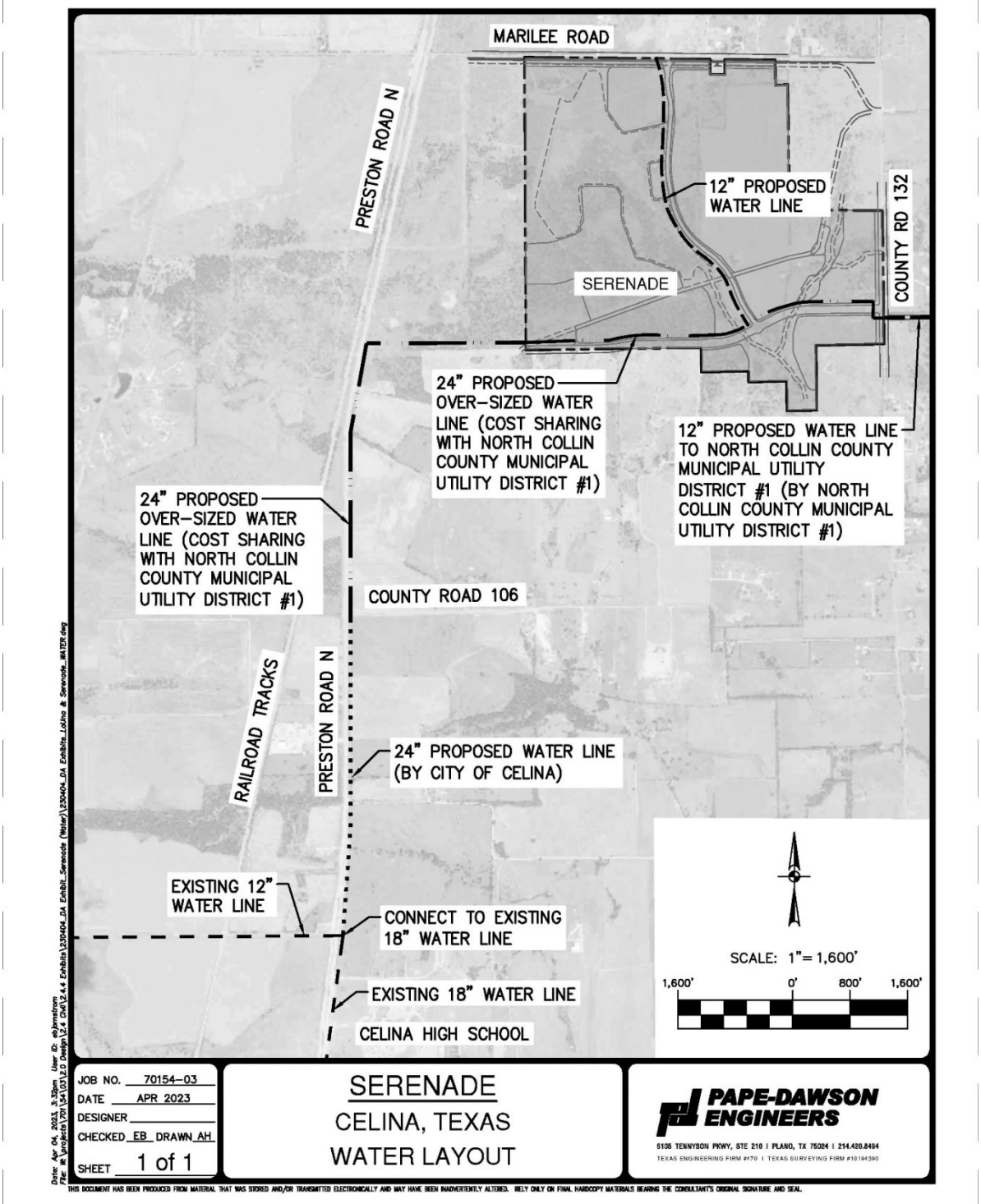


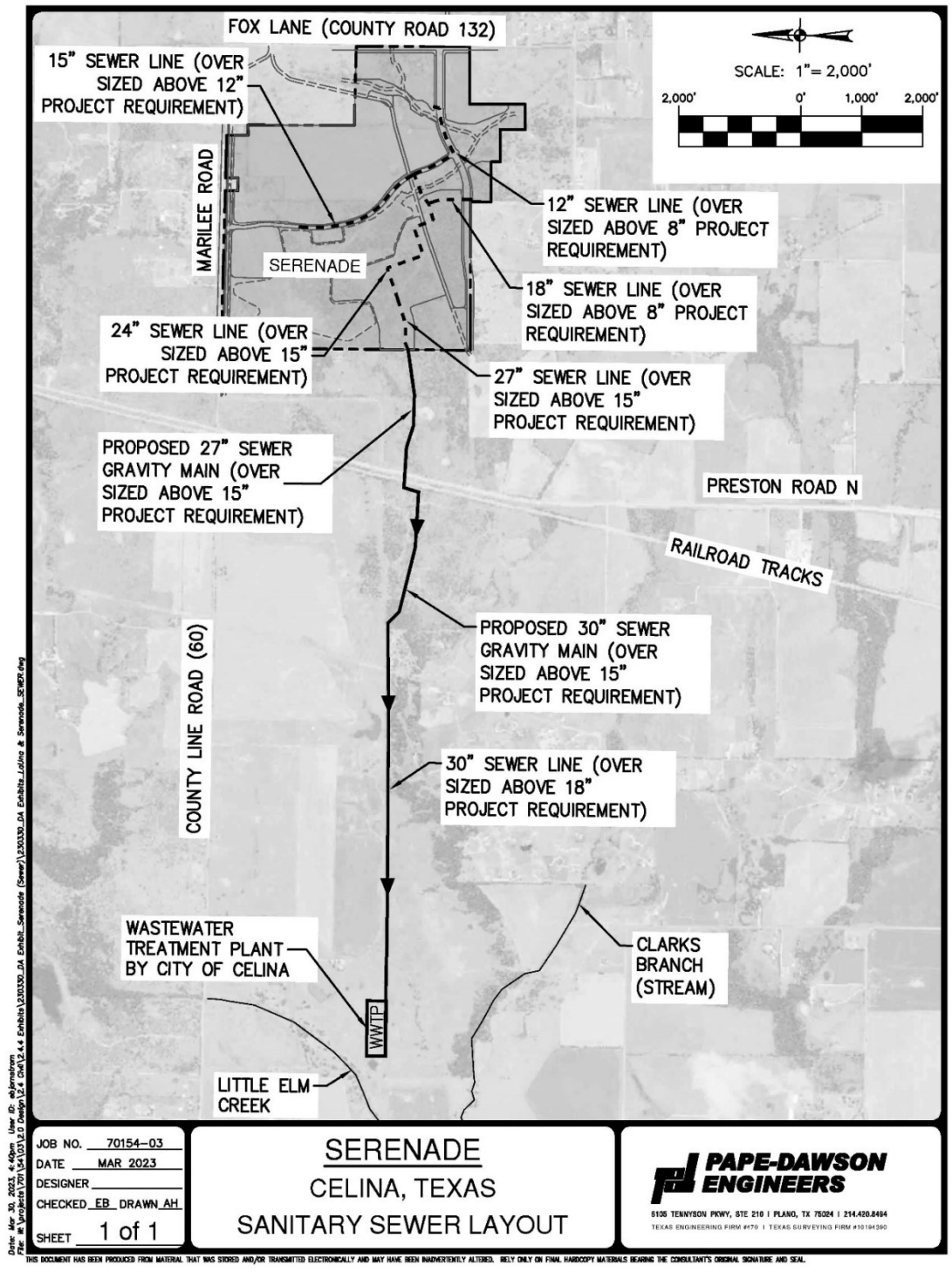
JOB NO. 70154-03
DATE JUL 2023
DESIGNER
CHECKED EB DRAWN AH
SHEET 2 of 2

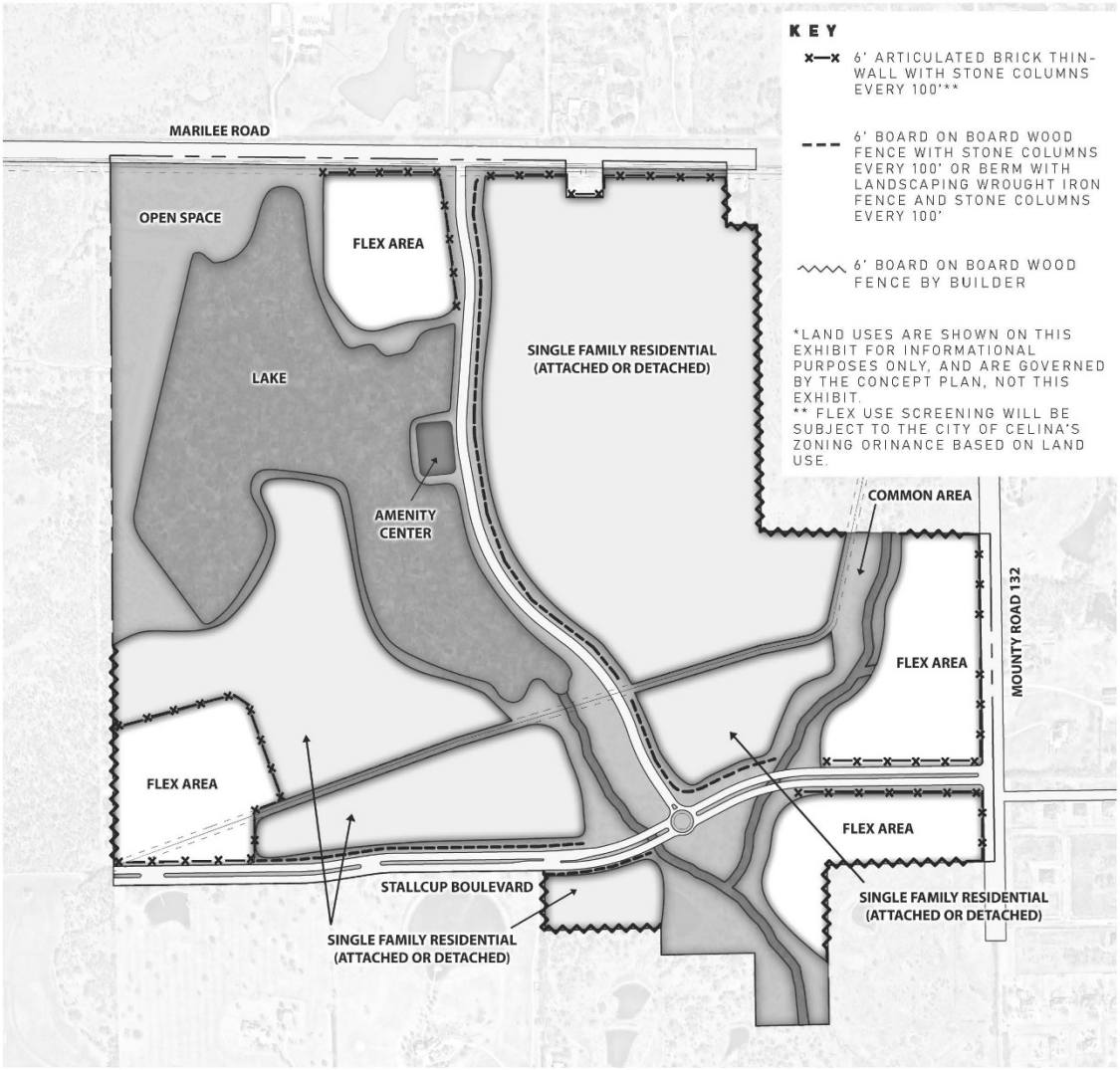
SERENADE
CELINA, TEXAS
TYPICAL SECTIONS

PAPE-DAWSON ENGINEERS
6155 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8484
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194000

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.


MARILEE ROAD
PRESTON ROAD N
12" PROPOSED WATER LINE
COUNTY RD 132
SERENADE
24" PROPOSED OVER-SIZED WATER LINE (COST SHARING WITH NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1)
12" PROPOSED WATER LINE TO NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1 (BY NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1)
24" PROPOSED OVER-SIZED WATER LINE (COST SHARING WITH NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1)
COUNTY ROAD 106
RAILROAD TRACKS
PRESTON ROAD N
24" PROPOSED WATER LINE (BY CITY OF CELINA)
EXISTING 12" WATER LINE
CONNECT TO EXISTING 18" WATER LINE
EXISTING 18" WATER LINE
CELINA HIGH SCHOOL
SCALE: 1"= 1,600'
1,600' 0' 800' 1,600'
JOB NO. 70154-03
DATE APR 2023
DESIGNER
CHECKED EB DRAWN AH
SHEET 1 of 1
SERENADE
CELINA, TEXAS
WATER LAYOUT
PAPE-DAWSON ENGINEERS
5105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8484
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.


FOX LANE (COUNTY ROAD 132)
15" SEWER LINE (OVER SIZED ABOVE 12" PROJECT REQUIREMENT)
MARILEE ROAD
SERENADE
12" SEWER LINE (OVER SIZED ABOVE 8" PROJECT REQUIREMENT)
18" SEWER LINE (OVER SIZED ABOVE 8" PROJECT REQUIREMENT)
24" SEWER LINE (OVER SIZED ABOVE 15" PROJECT REQUIREMENT)
27" SEWER LINE (OVER SIZED ABOVE 15" PROJECT REQUIREMENT)
PROPOSED 27" SEWER GRAVITY MAIN (OVER SIZED ABOVE 15" PROJECT REQUIREMENT)
PRESTON ROAD N
RAILROAD TRACKS
PROPOSED 30" SEWER GRAVITY MAIN (OVER SIZED ABOVE 15" PROJECT REQUIREMENT)
COUNTY LINE ROAD (60)
30" SEWER LINE (OVER SIZED ABOVE 18" PROJECT REQUIREMENT)
WASTEWATER TREATMENT PLANT BY CITY OF CELINA
WWTP
CLARKS BRANCH (STREAM)
LITTLE ELM CREEK
SCALE: 1"= 2,000'
2,000' 0' 1,000' 2,000'
JOB NO. 70154-03
DATE MAR 2023
DESIGNER
CHECKED EB DRAWN AH
SHEET 1 of 1
SERENADE
CELINA, TEXAS
SANITARY SEWER LAYOUT
PAPE-DAWSON ENGINEERS
5105 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.



SERENADE: FENCING PLAN

CELINA | APRIL 2023

PLAN VIEW
SCALE: 1"=800'

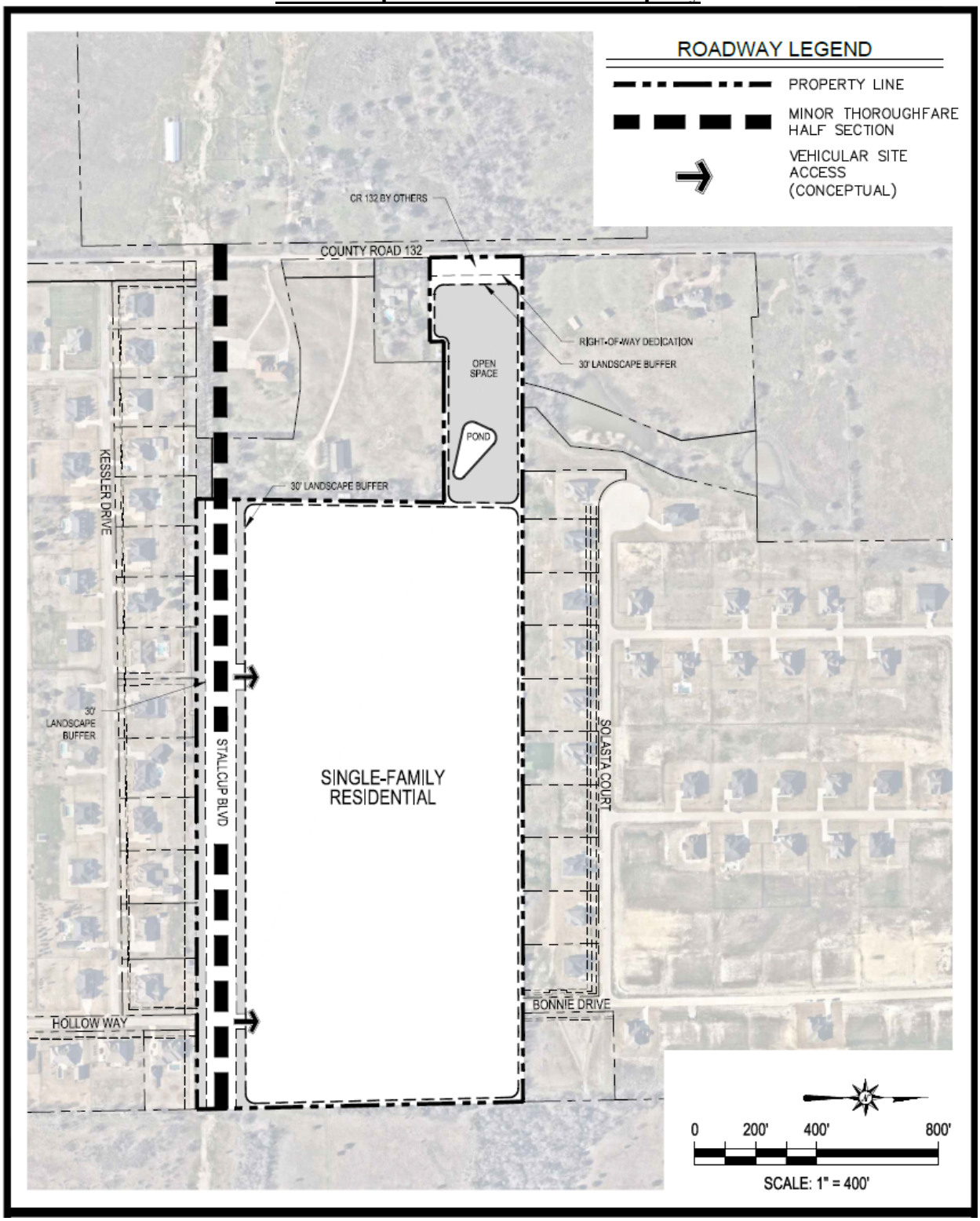
0 400' 800' 1600' N

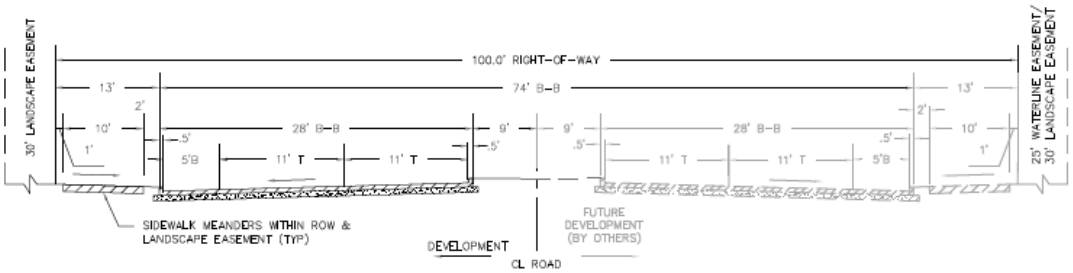
LJA

Exhibit E to Final Plan

1580.037\1062205.2

Exhibit E-1
Public Improvements for New Property





TYPICAL ROADWAY SECTION (MINOR THOROUGHFARE HALF SECTION- 100' ROW)

N.T.S.

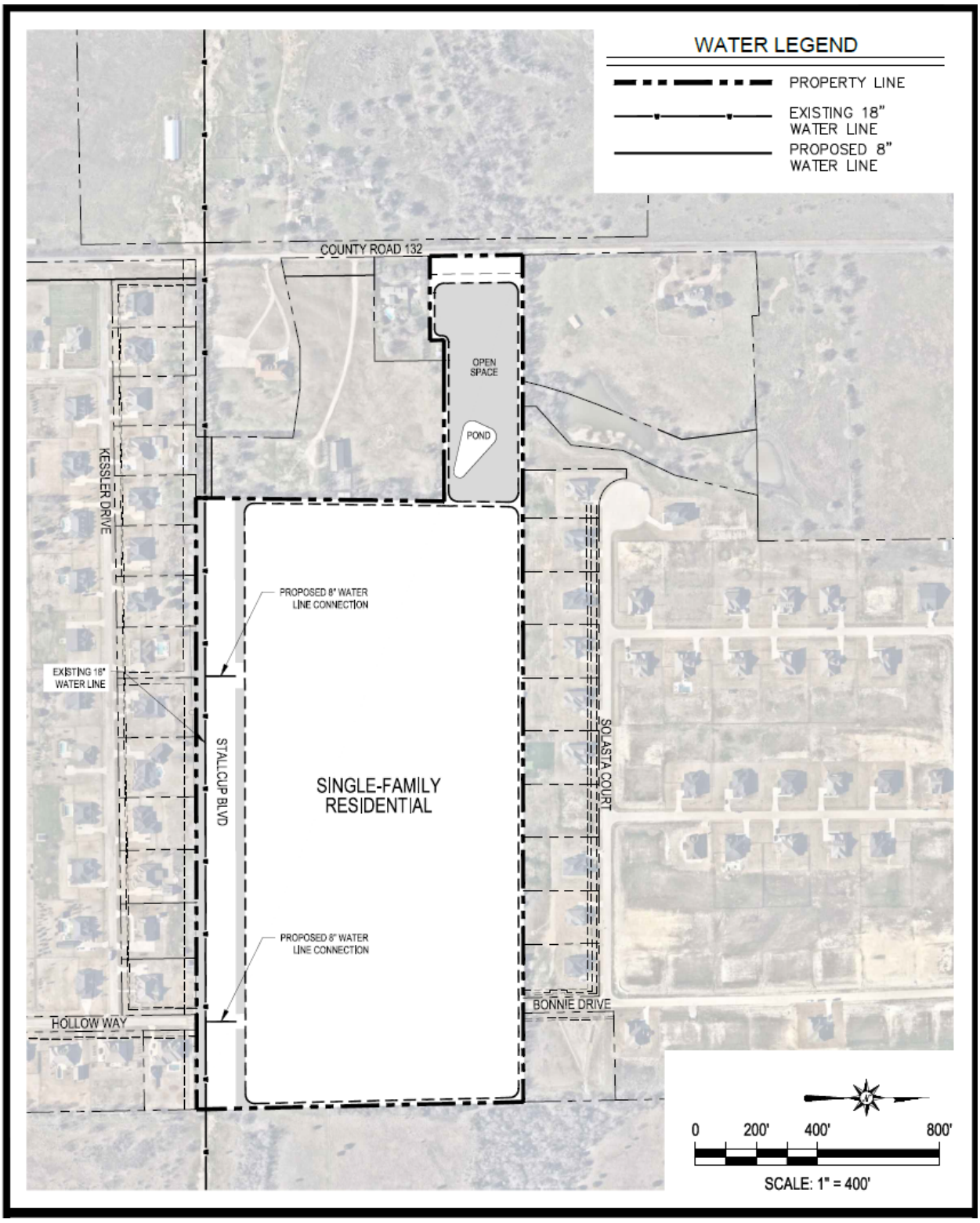


Exhibit E-1 to Final Plan

1580.037\1062205.2

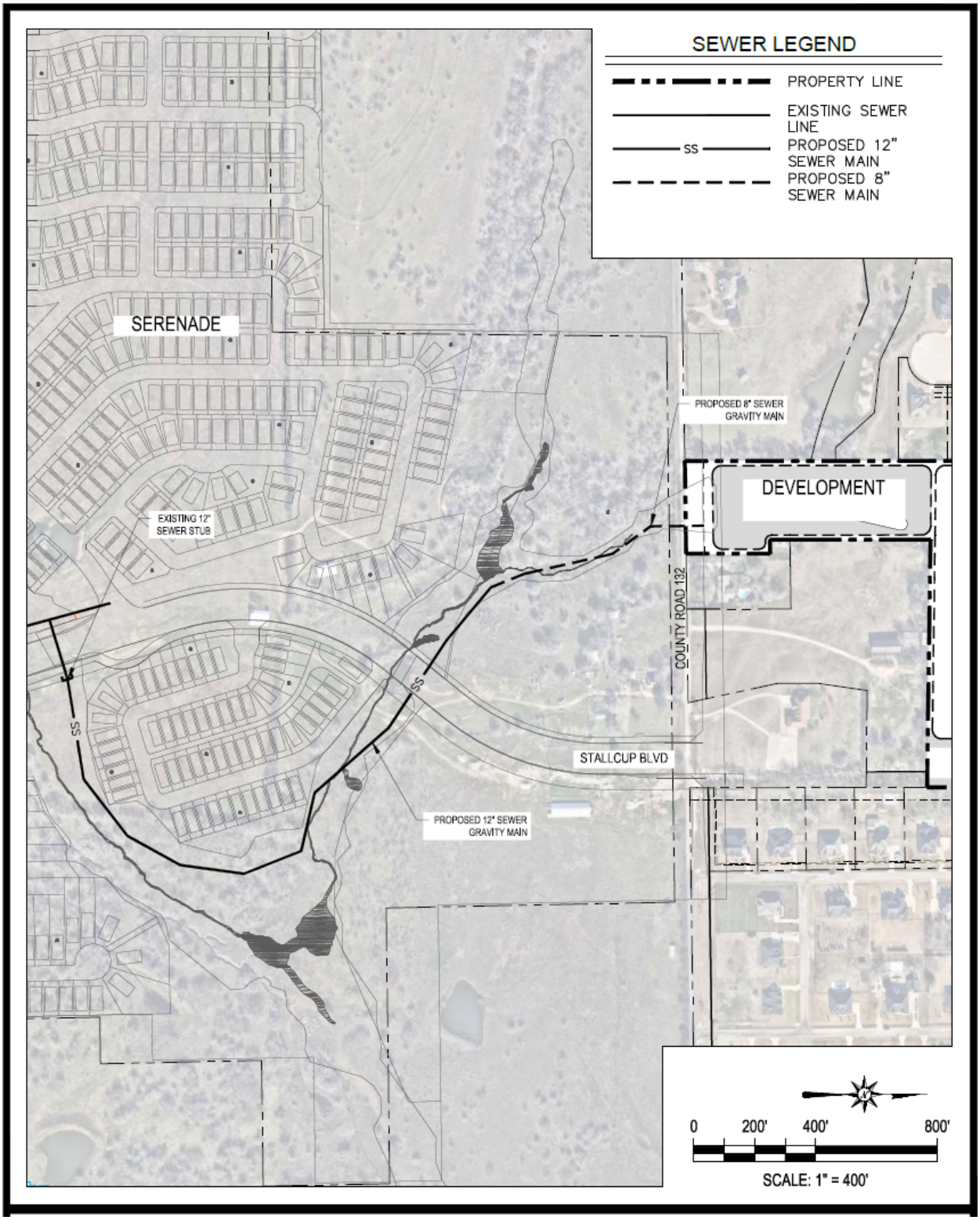


Exhibit E-1 to Final Plan

1580.037\1062205.2

Exhibit F
Project Costs for Original Property

PROJECT COSTS

Project Costs	
Public Improvements	
Roads	$ 10,170,000
Water/Sewer	11,077,168
Storm Sewer/Drainage	6,338,214
Trail / Fencing	1,150,000
Soft Costs	3,448,246
Public Improvement Costs	$ 32,183,628
Economic Development Grant	400,000
Administrative Costs	410,000
Total Project Costs	$ 32,993,628

ESTIMATED TIMELINE OF PROJECT COSTS

Serenade TIRZ

Calendar Year [a]	Total Project Costs [b]	
	Annual	Cumulative
2023	$ -	$ -
2024	9,783,628	9,783,628
2025	-	9,783,628
2026	7,600,000	17,383,628
2027	-	17,383,628
2028	7,600,000	24,983,628
2029	-	24,983,628
2030	7,600,000	32,583,628
2031	-	32,583,628
	$ 32,583,628	

(a) Timeline shown for illustrative purposes only and is subject to change.

(b) Does not include Administrative Costs which shall be incurred annually for the duration of the Zone.

Exhibit F-1
Project Costs for New Property

Project Costs	
Public Improvements	
Roads	$ 5,198,951
Water/Sewer	3,405,578
Storm Sewer/Drainage	1,389,648
Trail / Fencing	-
Soft Costs	1,845,322
Public Improvement Costs	$ 11,839,499
Economic Development Grant	-
Administrative Costs	97,500
Total Project Costs	$ 11,936,999

Exhibit G
Feasibility Study

FEASIBILITY STUDY

Serenade TIRZ

Zone Year	Calendar Year	Growth / Year	Added Development Value	New Taxable Value	Incremental Value	City TIRZ Increment Amt	City TIRZ Increment Annual	City TIRZ Increment Cumulative	City Retained Revenue Annual	City Retained Revenue Cumulative
Base	2023									
1	2024	2%								
2	2025	2%	$ 33,000,000	$33,000,000	$33,000,000	$0.20	$ 66,000	$ 66,000	$ 143,470	$ 143,470
3	2026	2%	33,000,000	66,660,000	66,660,000	0.20	133,320	199,320	289,810	433,281
4	2027	2%	33,000,000	100,993,200	100,993,200	0.20	201,986	401,306	439,077	872,358
5	2028	2%	33,000,000	136,013,064	136,013,064	0.20	272,026	673,333	591,329	1,463,687
6	2029	2%	33,000,000	171,733,325	171,733,325	0.20	343,467	1,016,799	746,626	2,210,313
7	2030	2%	33,000,000	208,167,992	208,167,992	0.20	416,336	1,433,135	905,029	3,115,342
8	2031	2%	33,000,000	245,331,352	245,331,352	0.20	490,663	1,923,798	1,066,600	4,181,942
9	2032	0%	33,000,000	278,331,352	278,331,352	0.20	556,663	2,480,461	1,210,071	5,392,013
10	2033	0%	33,000,000	311,331,352	311,331,352	0.20	622,663	3,103,123	1,353,541	6,745,554
11	2034	2%	32,912,500	350,470,479	350,470,479	0.20	700,941	3,804,064	1,523,702	8,269,256
12	2035	2%	-	357,479,888	357,479,888	0.20	714,960	4,519,024	1,554,176	9,823,432
13	2036	2%	-	364,629,486	364,629,486	0.20	729,259	5,248,283	1,585,260	11,408,691
14	2037	2%	-	371,922,076	371,922,076	0.20	743,844	5,992,127	1,616,965	13,025,656
15	2038	2%	-	379,360,517	379,360,517	0.20	758,721	6,750,848	1,649,304	14,674,960
16	2039	2%	-	386,947,728	386,947,728	0.20	773,895	7,524,744	1,682,290	16,357,250
17	2040	2%	-	394,686,682	394,686,682	0.20	789,373	8,314,117	1,715,936	18,073,186
18	2041	2%	-	402,580,416	402,580,416	0.20	805,161	9,119,278	1,750,255	19,823,441
19	2042	0%	-	402,580,416	402,580,416	0.20	805,161	9,924,439	1,750,255	21,573,695
20	2043	0%	-	402,580,416	402,580,416	0.20	805,161	10,729,599	1,750,255	23,323,950
21	2044	2%	-	410,632,024	410,632,024	0.20	821,264	11,550,864	1,785,260	25,109,209
22	2045	2%	-	418,844,665	418,844,665	0.20	837,689	12,388,553	1,820,965	26,930,174
23	2046	2%	-	427,221,558	427,221,558	0.20	854,443	13,242,996	1,857,384	28,787,558
24	2047	2%	-	435,765,989	435,765,989	0.20	871,532	14,114,528	1,894,532	30,682,090
25	2048	2%	-	444,481,309	444,481,309	0.20	888,963	15,003,491	1,932,422	32,614,513
26	2049	2%	-	453,370,935	453,370,935	0.20	906,742	15,910,232	1,971,071	34,585,584
27	2050	2%	-	462,438,354	462,438,354	0.20	924,877	16,835,109	2,010,492	36,596,076
28	2051	2%	-	471,687,121	471,687,121	0.20	943,374	17,778,483	2,050,702	38,646,778
29	2052	0%	-	471,687,121	471,687,121	0.20	943,374	18,721,858	2,050,702	40,697,480
30	2053	0%	-	471,687,121	471,687,121	0.20	943,374	19,665,232	2,050,702	42,748,183
31	2054	2%	-	481,120,863	481,120,863	0.20	962,242	20,627,474	2,091,716	44,839,899
32	2055	2%	-	490,743,280	490,743,280	0.20	981,487	21,608,960	2,133,551	46,973,450
33	2056	2%	-	500,558,146	500,558,146	0.20	1,001,116	22,610,076	2,176,222	49,149,671
34	2057	2%	-	510,569,309	510,569,309	0.20	1,021,139	23,631,215	2,219,746	51,369,417
35	2058	2%	-	520,780,695	520,780,695	0.20	1,041,561	24,672,776	2,264,141	53,633,558
36	2059	2%	-	531,196,309	531,196,309	0.20	1,062,393	25,735,169	2,309,424	55,942,982
37	2060	2%	-	541,820,235	541,820,235	0.20	1,083,640	26,818,810	2,355,612	58,298,594
38	2061	2%	-	552,656,640	552,656,640	0.20	1,105,313	27,924,123	2,402,724	60,701,319
39	2062	0%	-	552,656,640	552,656,640	0.20	1,105,313	29,029,436	2,402,724	63,104,043
40	2063	0%	-	552,656,640	552,656,640	0.20	1,105,313	30,134,749	2,402,724	65,506,768
41	2064	2%	-	563,709,773	563,709,773	0.20	1,127,420	31,262,169	2,450,779	67,957,547
		Total	$329,912,500				$31,262,169		$67,957,547	

Assumptions	
Base Taxable Value	$ 264,044
City AV Rate	$ 0.634759

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Consider, discuss and take action on a First Amendment to the Tax Increment Reinvestment Zone Agreement with HC Celina 414, LLC, and Serenade East, LLC, to allow for reimbursements for certain project costs as set forth in the Project and Finance Plans. (Stovall)

Background Information:
This agenda item presents the First Amendment to the TIRZ #15 Reimbursement Agreement for City Council approval. The existing agreement, effective July 11, 2023, governs the initial 413.88-acre Serenade development and was established between the City, the TIRZ Board, and developer HC Celina 414, LLC.

Key Provisions of the Amendment

- Expanded Property: The zone will be expanded to include an additional 53.828 acres, increasing the total size to 467.708 acres. This expansion aligns with the terms of the original development agreement and
- The agreement allows for reimbursements of certain projects costs as identified in the Project and Financing Plan.
- New Developer: Serenade East, LLC will be added as a party to the agreement.

By approving this amendment, the City Council will ensure legal clarity and a consistent framework for the entire, expanded Serenade development project. This action will be taken in conjunction with the approval of the Amended Project and Financing Plan for TIRZ #15.

Legal Review:

Legal review has been completed.

Supporting Documents:

1. Staff Presentation
2. First Amendment to TIRZ #15 Agreement

Financial Consideration:

This updates the Reimbursement agreement for TIRZ #15.

Staff Recommendation:

Staff recommends approval of the amended TIRZ #15 agreement.

TAX INCREMENT REINVESTMENT ZONE #15

PUBLIC HEARINGS

TIRZ #15 BOARD & CITY COUNCIL

OCTOBER 14, 2025

TIRZ #15

- Serenade Development
- Established June 13, 2023
- Property Tax TIRZ with a City participation Rate: $0.20 / $100

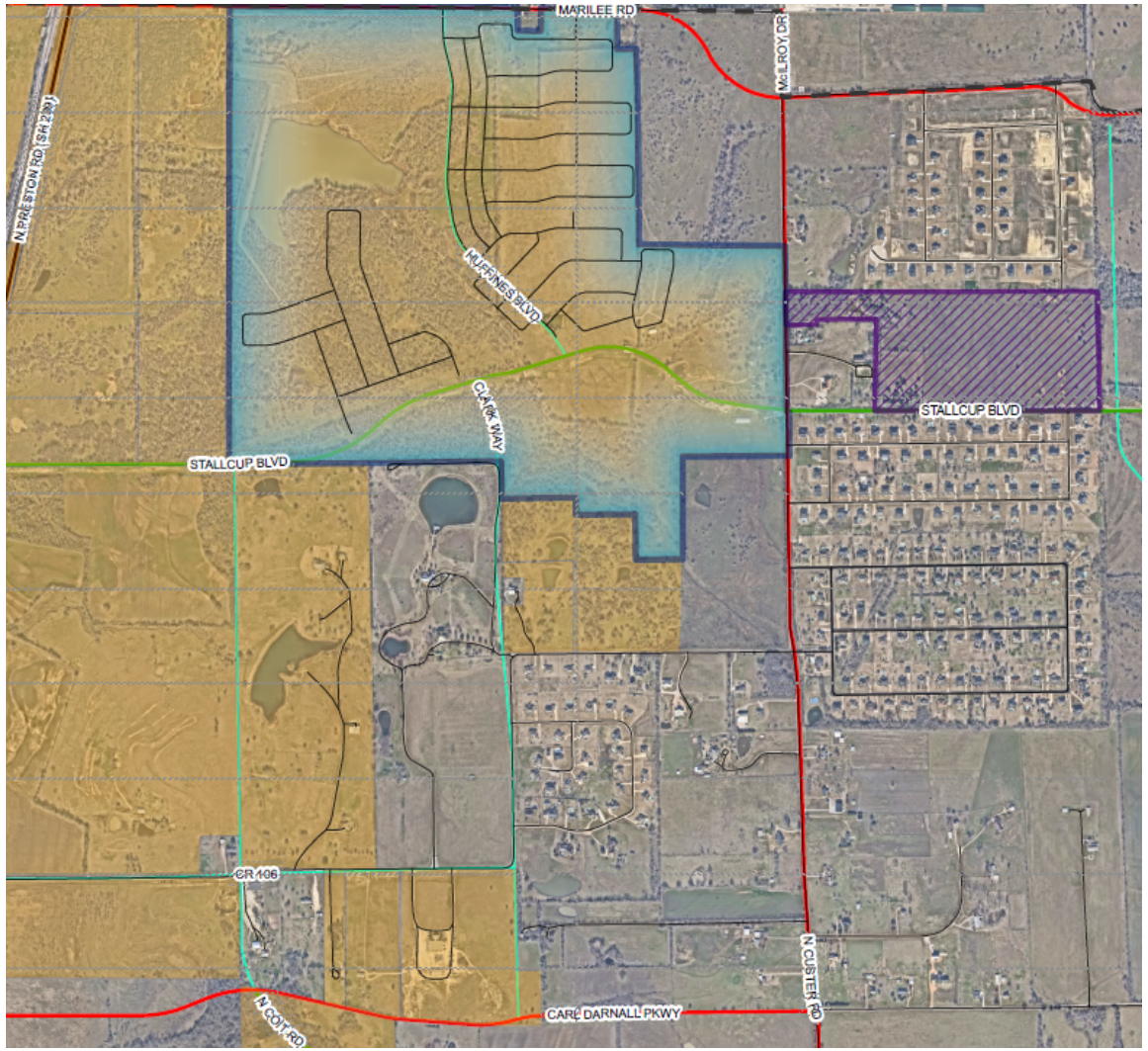
- Public Hearing for expanding the boundary of Tax Increment Reinvestment Zone No. 15, and amending the Project and Finance Plans to add additional projects and estimated costs for the expanded territory

TIRZ #15

Serenade Development

Located in northwest Celina, west of Preston Road, and south of Marilee.

Initially included 413.88 acres (blue)
Adding 53.828 acres to the zone (purple)



PROJECT AND FINANCING PLAN –PUBLIC HEARING

The key revisions to the plan center on expanding the Tax Increment Reinvestment Zone (TIRZ) and increasing the total project costs. The Zone is set to expand by 53.828 acres, bringing the total area to 467.708 acres. The estimated public project costs for the new tract alone are $11.9 million, increasing the overall Zone project cost from $33 million to $44.9 million.

TIRZ 15 Project Costs				
Public Improvements				
		Original Property	New Property	Total
Roads		$ 10,170,000	$ 5,198,951	$ 15,368,951
Water/Sewer		11,077,168	3,405,578	14,482,746
Storm Sewer/ Drainage		6,338,214	1,389,648	7,727,862
Trail/ Fencing		1,150,000	-	1,150,000
Soft Costs		3,448,246	1,845,322	5,293,568
	Public Improvement Costs	$ 32,183,628	$ 11,839,499	$ 44,023,127
	Economic Development Grant	400,000	-	400,000
	Administrative Costs	410,000	97,500	507,500
	Total Project Costs	$ 32,993,628	$ 11,936,999	$ 44,930,627

AMENDING ORIGINAL TIRZ AGREEMENT

- Allows for reimbursements of certain projects costs as identified in the Project and Financing Plan.
- Additional land (53.828 acres) is added to the zone, increasing its total size.
- The amended agreement adds Serenade East, LLC as a party to the agreement.

QUESTIONS?

FIRST AMENDMENT TO TIRZ AGREEMENT

This First Amendment to Tax Increment Reinvestment Zone Agreement (this "Amendment") is entered into by and between the City of Celina, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number Fifteen, City of Celina (the "TIRZ"), and HC Celina 414, LLC and Serenade East, LLC to be effective October 14, 2025. HC Celina 414, LLC and Serenade East, LLC are each the "Developer" and a "Party" with respect to the portion of the Property it owns. This First Amendment amends that TIRZ Agreement between the City, the Board, and HC Celina 414, LLC effective July 11, 2023 (the "Original Agreement"). Capitalized terms not defined herein shall have the same meaning as in the Original Agreement.

ARTICLE I
RECITALS

WHEREAS, on October 14, 2025, the Board and the City Council each held a public hearing regarding the expansion of the TIRZ boundaries, and the City adopted Ordinance No. 2025-97 to (1) expand the TIRZ to include the 54-acre tract of land described on **Exhibit A** (the "Additional Land"); and (2) update the Final Project and Finance Plan to account for the addition of the Additional Land to the TIRZ boundaries; and

WHEREAS, the Additional Land is part of the Property and will be part of the District; and

WHEREAS, the Parties desire to amend the Original Agreement to account for the addition of the Additional Land to the TIRZ.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II
MISCELLANEOUS PROVISIONS

2.1 Additional Land. The Additional Land shall be part of the defined terms Property and District. Serenade East, LLC shall be a Developer and a Party subject to the terms of the Original Agreement and entitled to receive payments pursuant to the terms of the Original Agreement.

2.2 Notices**.** Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, P.L.L.C. 6371 Preston Road, Ste. 200 Frisco, Texas 75034
To the Developer:	HC Celina 414, LLC Serenade East, LLC Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, TX 75225 E-mail: pwh@huffinescommunities.com
With a copy to:	Shupe Ventura, PLLC Attn: Misty Ventura 9406 Biscayne Boulevard Dallas, TX 75218
To the Board:	City of Celina Attn: TIRZ #15 Chairman of the Board 302 W. Walnut St. Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort, P.L.L.C. 6371 Preston Road, Ste. 200 Frisco, Texas 75034

2.3 Effective Date. This Amendment shall be binding upon the Parties and their successors and assigns on and after October 14, 2025 until the term of the Original Agreement expires.

2.4 Authority. By signing this Amendment, the Parties agree that they have all necessary authority to enter into this Amendment, including any necessary approval by partners, directors or council members.

2.5 Original Agreement in Effect. Except to the extent amended by this Amendment, the Parties acknowledge and agree the Original Agreement remains in full force and effect.

2.6 Housing Finance Corporation. The City agrees that it will not sponsor a housing finance corporation development within the TIRZ, pursuant to Chapter 394, Texas Local Government Code or any other law, or otherwise take any action that will facilitate ownership of

any portion of the property within the TIRZ by a housing finance corporation, without the prior written consent of Developer.

2.7 Representations. Developer acknowledges the representations in Sections 4.14 through 4.17 of the Original Agreement are true and correct. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Developer submitted its signature page to this Amendment. The City hereby confirms timely receipt of the Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

2.8 Counterparts. 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.

2.9 Exhibits. The following exhibit is attached to this Amendment and are incorporated herein for all purposes:

Exhibit A Metes and Bounds Description of the Additional Land

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective October 14, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of October 14, 2025.

THE CITY:

CITY OF CELINA, TEXAS

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Ashley Owens, City Secretary

THE BOARD:

REINVESTMENT ZONE NUMBER FIFTEEN, CITY OF CELINA

_____
_____, Board Chair

ATTEST:

_____
_____, Board Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Board Attorney

THE DEVELOPER:

HC Celina 414, LLC
a Texas limited liability company

By:_____
Name: Donald Huffines
Title: Managing Director

Serenade East, LLC
a Texas limited liability company

By:_____
Name: _____
Title: _____

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ADDITIONAL LAND

The Property

The Land referred to herein below is situated in the County of Collin, State of Texas, and is described as follows:

Situated in the County of Collin, State of Texas, being out of the Christopher Nolan Survey, Abstract No. 664, being a part of the 63.9 acre tract of land conveyed by Warranty Deed with Vendor's Lien from Theodora M. Haynes and other to Magnum Estates, LLC on May 26, 1017 and recorded in Instrument No.
20170605000723310, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 3698" in the West line of the Huffines Ranch, LLC 666.163 acre tract of land conveyed in Instrument No. 20201228002323720, said Official Public Records and the East line of said Christopher Nolan Survey, at the Southeast corner of the 83.063 acre tract of land conveyed to Beaten Path Development-Highland Crossing, LLC, recorded in Instrument No. 202001221002288390, said Official Public Records, at the Northeast corner of both said Magnum Estates 63.9 ac. and the herein described tract;

THENCE South 01 deg. 17 min. 04 sec. East, with the East line of both said Magnum Estates 63.9 ac. and the Christopher Nolan Survey and the West line of said Huffines 666.163 ac., a distance of 1,071.07 ft. to a 1/2 inch rebar found at the Northeast corner of Lot 20, Block "E" of Highland Crossing Addition to Collin County, Texas, recorded in Instrument No. 2019-300, Map Records, Collin County, Texas, the Southeast corner of said Magnum Estates 63.9 ac. and the most Eastern Southeast corner of the herein described tract;

THENCE South 89 deg. 55 min. 22 sec. West, along or near the general course of a wire fence, with the North line of said Highland Crossing Addition and the South line of said Magnum 63.9 ac., a distance of 2,002.80 ft. to a 1/2 inch capped rebar found, stamped "KHA" at the Southeast corner of Lot 1, Block "A" of Magnum Estates Addition to Collin County, Texas, recorded in Instrument No. 2019-157, said Map Records (formerly a part of said Magnum Estates 63.9 ac.) at the most Southern Southwest corner of the herein described tract, said rebar bears North 89 deg. 55 min. 22 sec. East, 780.97 ft. from a mag-nail found in or near the center of County Road No. 132, a public road, at the Northwest corner of said Highland Crossing Addition;

THENCE North 00 deg. 44 min. 56 sec. East, with the East line of said Lot 1, Block A, Magnum Estates Addition, a distance of 813.63 ft. to a 1/2 inch capped rebar found, stamped "SPIARS, INC" at the Northeast corner of said Lot 1 and an ell corner of the herein described tract;

THENCE South 89 deg. 54 min. 54 sec. West, with a North line of said Lot 1, Block A, Magnum Estates Addition, a distance of 461.69 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the Northeast corner of the 1.500 acre tract of land conveyed to Michael Reed, recorded in Instrument No. 20180606000696520, said Official Public Records, (formally a part of said Magnum Estates 63.9 ac.) and the most Northern Northwest corner of said Lot 1, Block A, Magnum Estates Addition;

THENCE North 89 deg. 34 min 54 sec. West, with a North line of said Reed 1.500 ac., a distance of 66.12 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at the most Northern Northwest corner of said Reed 1.500 ac., at an ell corner of the herein described tract;

THENCE South 00 deg. 42 min. 14 sec. East, with a West line of said Reed 1.500 ac., a distance of 45.88 ft. to a 5/8 inch capped rebar found, stamped "RPLS 4577" at an ell corner of said Reed 1.500 ac. and a

Southeast corner of the herein described tract;

THENCE South 89 deg. 56 min. 36 sec. West, with a North line of said Reed 1.500 ac., a distance of 276.10 ft. to a point in or near the center of said County Road No. 132 and a West line of both said Magnum Estates 63.9 ac. Page 15 of 15 T-7 Commitment for Title Insurance (Rev.1-3-14) Texas and Christopher Nolan Survey, at the most Western Northwest corner of said Reed 1.500 ac. and the most Western Southwest corner of the herein described tract, said point bears North 88 deg. 01 min. 17 sec. East, 0.22 ft. from a mag-nail found at the Southwest corner of said Reed 1.500 ac.;

THENCE North 00 deg. 46 min. 15 sec. West, along or near the center of said County Road No. 132, with a West line of both said Magnum Estates 63.9 and Christopher Nolan Survey, a distance of 303.12 ft. to a point at the Southwest corner of the 9.40 acre tract of land conveyed to R. Alan Moore, recorded in Volume 4646, Page 1192, Deed Records, Collin County, Texas and the Northwest corner of both said Magnum Estates 63.9 ac. and the herein described tract, said point bears North 20 deg. 10 min. 58 sec. West, 0.59 ft. from a mag-nail found;

THENCE North 89 deg. 56 min. 03 sec. East, with the South line of said Moore 9.40 ac. and the North line of said Magnum Estates 63.9 ac., passing a 8 inch bois d'arc corner post at 20.11 ft. and continuing now along or near the general course of a wire fence, passing the Southeast corner of said Moore 9.40 ac. and the Southwest corner of said Beaten Path Development-Highland Crossing 83.063 ac., continuing on with the South line of said Beaten Path Development-Highland Crossing 83.063 ac., for a TOTAL distance of 2,775.04 ft. to the PLACE OF BEGINNING and containing 53.828 acres of land.

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: October 14, 2025

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (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 and 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.)

City Council approved the preliminary SAP (on September 9, 2025) and staff placed the SAP and levy Ordinance on the agenda for Council consideration prior to this agenda item.

Approval of this item authorizes the sale of bonds for the Legacy Celina PID for $10,120,000.

Legal Review:
Legal has completed their review.

Supporting Documents:
1. Staff Presentation
2. Legacy Celina PID 2025 - Bond Ordinance

Financial Consideration:

This item authorizes the sale of bonds to fund public improvements of the PID that will be repaid through the assessments.

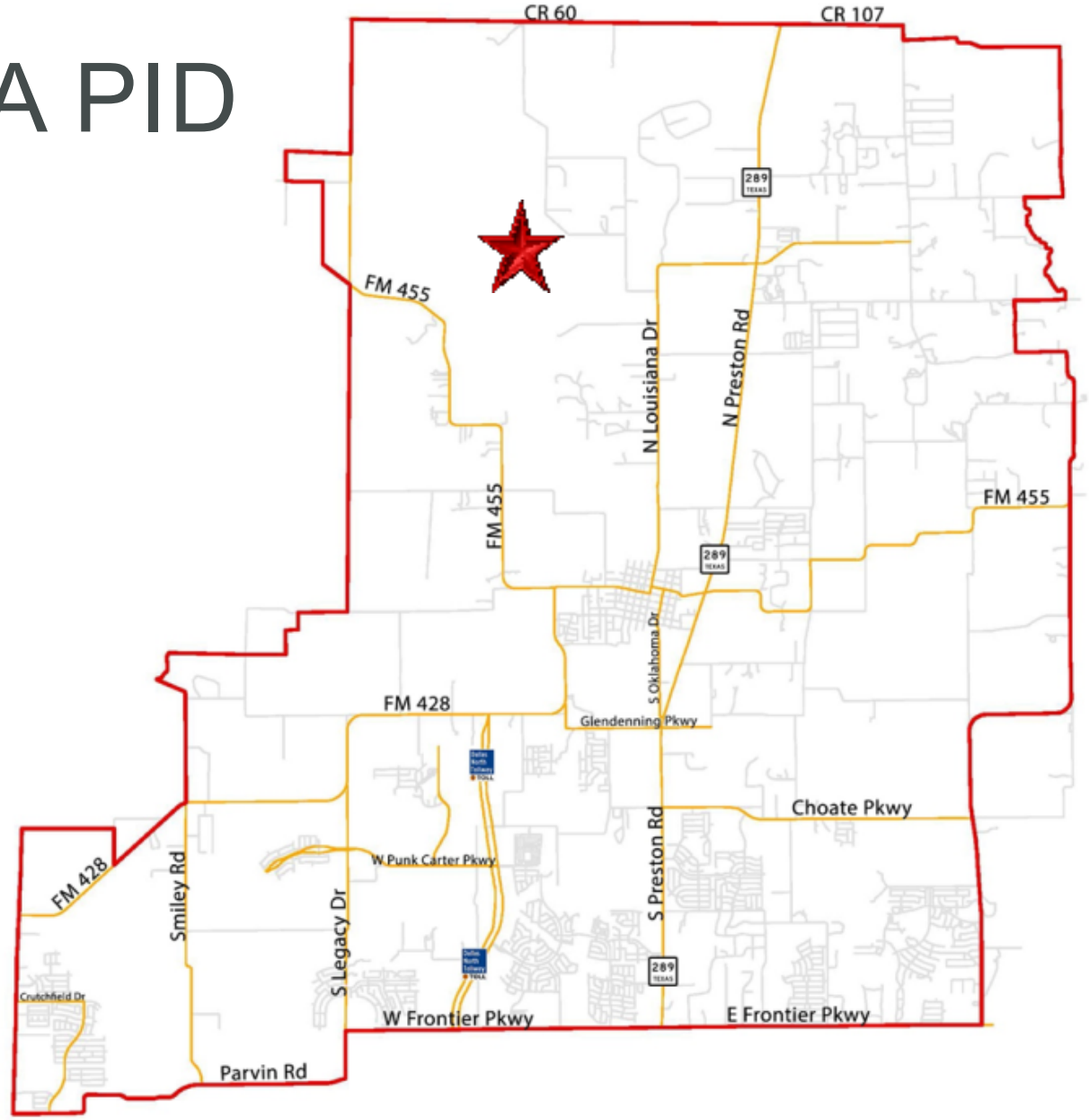
Staff Recommendation:
Staff recommends approval.

LEGACY CELINA PID BOND SALE

City Council
October 14, 2025

LEGACY CELINA PID

- Located at the Northeast corner of N. Celina Parkway & Future N. Legacy Drive
- Approximately 64.866 acres



TIMELINE

- ~~March 11, 2025 – Established Legacy Celina PID~~
- ~~September 9, 2025 – Pre-SAP and calling a public hearing resolution~~
- ~~October 14, 2025 – Public Hearing on the Service and Assessment Plan and Levy Ordinance for PID assessment.~~
- October 14, 2025 – Consider bond ordinance approving the issuance and sale of Legacy Celina PID Bonds.

LEGACY CELINA PID

- Proposed Development: 301 Single Family Units
  - 50 ft = 201
  - 25 ft = 100

- Estimated Authorized Improvement Costs total $13,454,490 (including Road, Water, Sewer, Drainage, and Soft Costs)

- The Proposed Bond issuance is $10,120,000. This debt will be repaid through the assessments on properties in Legacy Celina PID.

CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans
- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG
- Municap – PID and TIRZ Consultant
  - Advises the City on all matters related to PIDs and TIRZs
  - Ensures compliance with City's PID Policy and state statutes

BOND PRICING AND DETAILS

- The City’s financial advisors, Hilltop Securities, will present the details of the Bond pricing.

RECOMMENDATION

- Staff recommends approval.

ORDINANCE NO. 2025-__

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

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Legacy Celina Public Improvement District" (the "District"), pursuant to a resolution adopted by the City Council of the City (the "City Council") on March 11, 2025; and

WHEREAS, pursuant to the PID Act, the City Council published and mailed notice of and convened a public hearing on October 14, 2025, regarding the levy of special assessments against benefitted property located within the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted an ordinance levying assessments against the benefitted property within the District (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Legacy Celina Public Improvement District Service and Assessment Plan, dated October 14, 2025 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Assessed Property as shown on the Assessment Roll that is attached to the Service and Assessment Plan as Appendix G; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture (defined below)); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Authorized Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms and provisions of a Construction, Funding, and Acquisition Agreement (defined below), (vii) approve the form, terms

and provisions of a Landowner Agreement (defined below), and (vii) approve the form, terms and provisions of a Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of November 1, 2025, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City are each hereby authorized and directed to execute the Indenture and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such Bonds, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B,** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City are each hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary or the Assistant City Secretary are each hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (defined below), the Developer (defined below) or its financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) Continuing Disclosure Agreement of Issuer" (the "Continuing Disclosure Agreement") by and among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C,** which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City are each authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and MM Legacy Celina 75, LLC (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D,** which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City are each authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain "Legacy Celina Public Improvement District Landowner Agreement" (the "Landowner Agreement") between the City and the Developer, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E,** which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City are each authorized and directed

to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Reimbursement Agreement. That certain "Legacy Celina Public Improvement District Reimbursement Agreement" (the "Reimbursement Agreement") between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit F**, which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City are each authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 8. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, the City Secretary, and the Assistant City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, the City Secretary, and the Assistant City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preambles of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this October 14, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

(City Seal)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF NOVEMBER 1, 2025

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT
PROJECT)

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EXHIBIT A A-1

INDENTURE OF TRUST

THIS INDENTURE, dated as of November 1, 2025 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the corporate limits of the City to be known as the Legacy Celina Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 11, 2025, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 11, 2025, the City Council made the findings required by Section 372.009(b) of the PID Act and, by resolution, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on March 13, 2025, the Assistant City Secretary of the City (the "Assistant City Secretary") filed a copy of said resolution with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the Assistant City Secretary within 20 days after March 11, 2025; and

WHEREAS, on September 9, 2025, the City Council, by resolution, made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for October 14, 2025 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the October 14, 2025 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on September __, 2025, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan and the Assessment Roll and the levy of the Assessments on property within the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment

Plan and the levy of Assessments on property in the District to the last known address of the owner of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on October 14, 2025 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary of the City in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Authorized Improvements, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved an ordinance which levied the Assessments and approved and accepted the Service and Assessment Plan, including the Assessment Roll, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the Accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to the Bonds, District 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 Bonds" means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in 13.2(c) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District, in accordance with the PID Act.

"Administrative Expenses" means the administrative, organization, maintenance and operational costs associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, 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 District 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 Similarly Secured, (v) issuing, paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee's reasonable fees and expenses relating to the Bonds Similarly Secured (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 Similarly Secured or any costs of issuance associated with the Bonds Similarly Secured. 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.

"Administrative Fund" means the Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Authorized Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means the ordinance adopted by the City Council on October 14, 2025, which levied the Assessments on the Assessed Property located within the District.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Assessment Roll" means the assessment roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Authorized Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Assessments" means the aggregate assessments, shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means the means those public improvements described in Appendix B of the Service and Assessment Plan and Section 372.003 of the PID Act, and for which the Assessments are levied against the Assessed Property that are designed, constructed, and installed in accordance with the Development Agreement, and the Service and Assessment Plan or an Annual Service Plan Update, as further described in Section III of the Service and Assessment Plan.

"Authorized Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the respective series of the Bonds Similarly Secured by Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means the ordinance adopted by the City Council on October 14, 2025, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

“Bond Similarly Secured” means any of the Bonds Similarly Secured.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Bonds” means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)”

“Bonds Similarly Secured” means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

“Certification for Payment” means a certificate substantially in the form of Exhibit A to the Construction, Funding, and Acquisition Agreement or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee specifying the amount of work performed related to the Authorized Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

“City Certificate” means a certificate signed by a City Representative and delivered to the Trustee.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the actions referenced herein.

“Closing Date” means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is November 13, 2025.

"Closing Disbursement Request" means a certificate substantially in the form of Exhibit B to the Construction, Funding, and Acquisition Agreement or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee on the Closing Date, specifying the costs incurred in the establishment, administration, and operation of the District or issuing the Bonds, and requesting payment for such costs from money on deposit in the Costs of Issuance Account of the Project Fund, as further described in Section 6.5 herein.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Construction, Funding, and Acquisition Agreement” means the “Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement” by and between the City and the Developer, dated as of October 14, 2025, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Authorized

Improvements within the District, the issuance of the Bonds, the use of the funds in the Developer Improvement Account, and other matters related thereto.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment or an Annual Installment thereof, in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means MM Legacy Celina 75, LLC, a Texas limited liability company, and its successors and assigns.

"Developer Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Developer Reimbursement Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Development Agreement" means that certain Development Agreement by and between the City and LMR Holdings, LTD, and assigned to the Developer, effective on February 4, 2021, related to development of the property within the District, as the same may be amended from time to time.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" shall have the meaning assigned to such term in Section 11.1(a) of this Indenture.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the dominion of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on March 1, 2026.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been cancelled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund (excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) the Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Agreement" means the "[Legacy Celina Public Improvement District Reimbursement Agreement]" between the City and the Developer, dated as of October 14, 2025, which provides for the reimbursement of costs to the Developer for funds advanced by the

Developer and used to pay a portion of the costs of the Authorized Improvements and other matters related thereto.

"Reimbursement Fund" means the Fund of such name established pursuant to Section 6.1.

"Reimbursement Payment Request" means a certificate substantially in the form of [Exhibit A] attached to the Reimbursement Agreement or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee requesting reimbursement for the Actual Costs of the Authorized Improvements from money on deposit in the Reimbursement Fund as further described in Section 6.12 herein.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service on the Bonds] as of the Closing Date. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2(c)(viii), in the event an additional series of Bonds Similarly Secured is hereafter issued.

"Reserve Fund" means the Fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Legacy Celina Public Improvement District Service and Assessment Plan" dated October 14, 2025, including the Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and

circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Irving, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Granting Clauses

(a) In order to secure the payment of debt service on all Bonds Similarly Secured, and the performance and observance by the City of all the covenants expressed or implied herein, the City does hereby grant to the Trustee, as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in, mortgage, create a first lien on, and pledge to the Trustee, all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the following (the "Trust Estate"):

(i) All Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

(ii) Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof.

(b) The Trustee shall have and hold the Trust Estate, whether now owned or hereafter acquired or received by the Trustee and its successors or assigns, in trust upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture. Provided, however, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

(c) Except as otherwise provided in the remaining provisions of this Indenture, nothing in this Section 2.1 shall prohibit the Trustee from bringing any actions or proceedings for the enforcement of the obligation of the City hereunder except that nothing in this Section shall prejudice the rights of the Trustee under Articles IX and XI hereof; provided further that the priority of payment and the source for the repayment of the debt service on the Bonds Similarly Secured shall be subject to the terms as set forth herein, including without limitation Article VI herein; provided further that the right to direct remedies following an Event of Default shall be limited to the Owners of the Bonds Similarly Secured to the extent provided as set forth in Articles XI and XV herein.

(d) The Bonds Similarly Secured are to be issued, registered, authenticated, and delivered, and the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture.

Section 2.2. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected as of the Closing Date. If Texas law is amended at any time while the

Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.3. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.4. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.5. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal

and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated November 13, 2025 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rates per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Years	Principal Amount ($)	Interest Rate (%)
20__		
20__		
20__		
20__		

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Construction, Funding, and Acquisition Agreement;

(iv) a copy of the executed Reimbursement Agreement;

(v) a copy of this Indenture executed by the Trustee and the City; and

(vi) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement

of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary or the Assistant City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or the Assistant City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchanged Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchanged Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before their scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchanged Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a

replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the

Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	234,000

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding

the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on any date specified in a City Certificate, at the Redemption Price of such Bonds Similarly Secured, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture) any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture. The City will provide the Trustee a City Certificate directing the Bonds Similarly Secured to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchanged Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture mean Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all of the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Sections 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give

notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date of redemption by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by FactSet Research Systems on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary or the Assistant City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account; and

(B) Developer Reimbursement Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Authorized Improvements Account;

(B) Developer Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Except as provided in Section 6.10(f), interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

(B) to the Authorized Improvements Account of the Project Fund: $_____;

(C) to the Costs of Issuance Account of the Project Fund: $_____;

(D) to the Reserve Account of the Reserve Fund: $_____; and

(E) to the District Administration Account of the Administrative Fund: $_____.

(b) Funds received from the Developer on the Closing Date of the Bonds in the amount of $_____ shall be paid to the Trustee and deposited or transferred by the Trustee into the Developer Improvement Account of the Project Fund.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2026, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Authorized Improvements that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Reimbursement Agreement, (v) fifth, to pay Actual Costs of the Authorized Improvements, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Authorized Improvements that are paid by the Developer, and once all amounts deposited into the Authorized Improvements Account of the Project Fund have been disbursed, the Trustee shall, pursuant to a completed Reimbursement Payment Request, withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Authorized Improvements, including any accrued interest. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Authorized Improvements have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund and the other deposits described in (a) above, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including transfers to the Redemption Fund and the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**
March 1, 20__	
September 1, 20__	

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Authorized Improvements Account of the Project Fund, or if the Authorized Improvements Account has been closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to (i) one or more City Certificates or (ii) an executed, completed, and accepted Closing Disbursement Request. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Authorized Improvements shall be made by the Trustee within two business days upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Authorized Improvements Account or the Developer Improvement Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Construction, Funding, and Acquisition Agreement; provided however, that all disbursements of funds for the Actual Costs of the Authorized Improvements made pursuant to a Certification for Payment shall be made first, from the Authorized Improvements Account, and second, from the Developer Improvement Account. Such provisions and procedures related to such disbursements contained in the Construction, Funding, and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Authorized Improvements Account of the Project Fund are not expected to be expended for purposes of such Account due to the abandonment or constructive abandonment of the Authorized Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Authorized Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Authorized Improvements Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Authorized Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Authorized Improvements have been completed and that all Actual Costs of the Authorized Improvements have been paid, or that any such Actual Costs of the Authorized Improvements are not required to be paid from the Authorized Improvements Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Authorized Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Authorized Improvements Account of the Project Fund. If the Authorized Improvements Account of the Project Fund is closed as provided above, the Trustee shall transfer any remaining amounts in the Developer Improvement Account of the Project Fund to the Developer and shall close the Developer Improvement Account of the Project Fund. If both the Authorized Improvements Account and the Developer Improvement Account have been closed as provided above and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six months following the Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, whichever is earlier, any amounts remaining in the Costs of Issuance Account shall be transferred to the Authorized Improvements Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Section 6.2 and Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2026, an amount equal to the Additional Interest collected, if any, as shown in the Assessment Roll attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any later time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or

an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amounts held in the Bond Fund and the Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America,

in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account is held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

(f) If, following an annual calculation of the Rebate Amount in accordance with Sections 6.8 and 7.5(g) hereof, it is determined that a Rebate Amount is owed with respect to the Bonds Similarly Secured, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund an amount equal to the Rebate Amount owed by the City from

investment earnings derived from the investment of the amount on deposit in Pledged Funds. The City Certificate shall specify the amount to be transferred and identify the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be disbursed to the Developer, once all amounts deposited into the Authorized Improvements Account have been disbursed, to reimburse the Actual Costs of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund. Disbursements shall be made pursuant to this Section and the Reimbursement Agreement based upon approval of a Reimbursement Payment Request by the City Representative. The Reimbursement Payment Request in the form attached as [Exhibit A] to the Reimbursement Agreement is hereby incorporated into this Indenture. When all amounts due to the Developer to pay it for the funds it has contributed to pay the Actual Costs of the Authorized Improvements have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed. In the event that the Reimbursement Fund is closed pursuant to the terms of this Section, any remaining balance in the Reimbursement Fund and in any Account therein shall be transferred to the Pledged Revenue Fund and applied in accordance with the priorities set forth in Section 6.3(a) above.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Authorized Improvements in accordance with the Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Authorized Improvements in accordance with the Reimbursement Agreement and the Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds Similarly Secured in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the Funds or Accounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any

transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, the City Secretary or the Assistant City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to

enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the District Administration Account of the Administrative Fund, and to the extent money in the District Administration Account is insufficient, from the

Pledged Revenue Fund, to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Authorized Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds Similarly Secured then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) the City, so long as the City is not in default under this Indenture. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless and until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the

Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to

such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least 51% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Additional Bonds or Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment or supplement: (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interests of the Owners in any material respect; provided, however, that an appointment of a successor trustee in accordance with the provisions hereof and the issuance of Additional Bonds or Refunding Bonds in accordance with the provisions of Section 13.2 hereof are each deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Except as set forth in Section 10.1(b), such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of

Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation

shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least 51% in aggregate principal amount of the Owners of the Bonds Similarly Secured then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of

ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal amount of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including of its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment

thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal amount of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with 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.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better

conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Authorized Improvements or to pay amounts due to the Developer pursuant to the Reimbursement Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Reimbursement Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that no less than 33 certificates of occupancy have been issued for single-family lots located within the District;

(v) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vi) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(vii) The Reserve Account Requirement shall be increased by an amount equal to 50% of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of the Additional Bonds); provided further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(viii) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Bonds to exceed the amount of the Annual Installments to collected in such year as of the issuance of such Additional Bonds; and

(ix) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv) or Section 13.2(c)(v).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment

for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Street Celina, Texas 76201 Attention: City Manager Email:rranc@celina-tx.gov
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402 Email:

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of

applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures

Section 15.10. Statutory Verifications.

The Trustee makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications,

"affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee 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.

(b) No Boycott of Israel. The Trustee 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 Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee 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 Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Trustee 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 Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT
PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2026, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the

Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated November 13, 2025 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2025 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their stated maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a stated maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a Redemption Price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture) any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice

so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)"

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

BOND PURCHASE AGREEMENT

October 14, 2025

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds less an original issue discount of $_____ and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November 13, 2025 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November 13, 2025 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on October 14, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2025, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Assessments") levied on the assessable parcels within the Legacy Celina Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on March 11, 2025 (the "Creation Resolution") in accordance with the Act. A Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Authorized Improvements and the method of payment of the Assessments levied against assessable property located within the District was approved pursuant to an ordinance adopted by the City Council on October 14, 2025 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of the Authorized Improvements (as defined in the Indenture) that will benefit the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuing the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof to no more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [PLOM DATE], 2025 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board ("MSRB") Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds. Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Limited Offering Memorandum.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any of the maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "OVERLAPPING TAXES AND DEBT – Agricultural

Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "THE ADMINISTRATOR," "APPRAISAL," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION," (second paragraph only)," "APPENDIX D-2," and "APPENDIX E." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement between MM Legacy Celina 75, LLC, a Texas limited liability company (the "Developer") and the City dated October 14, 2025 (the "CFA Agreement"),

(4) the Development Agreement between the City and LMR Holdings, Ltd., effective as of February 9, 2021 (the "Development Agreement") as partially assigned to the Developer pursuant to the Partial Assignment and Assumption of Development Agreement effective as of December 12, 2024;

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 1, 2025 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, MuniCap Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent;

(6) the Legacy Celina Public Improvement District Reimbursement Agreement dated as of October 14, 2025, executed by the City and the Developer (the "Reimbursement Agreement"); and

(7) the Legacy Celina Public Improvement District Landowner Agreement dated as of October 14, 2025, executed by the City and the Developer (the "Landowner Agreement");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the CFA Agreement, (4) the Development Agreement, (5) the City Continuing Disclosure Agreement, (6) the Reimbursement Agreement, (7) the Landowner Agreement, (8) the Limited Offering Memorandum, and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the "City Documents").

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of portion of the Trust Estate under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge,

there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under

the captions and subcaptions "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT – Agricultural Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "THE ADMINISTRATOR," "APPRAISAL," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION," (second paragraph only)," "APPENDIX D-2," and "APPENDIX E."

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT – Agricultural Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "THE ADMINISTRATOR," "APPRAISAL," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION," (second paragraph only)," "APPENDIX D-2," and "APPENDIX E;" and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all

times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Boghetich Law, PLLC ("Developer's

Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the CFA Agreement, the Reimbursement Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 1, 2025 executed and delivered by the Developer, MuniCap, Inc. as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. as dissemination agent (the "Continuing Disclosure Agreement of Developer," and together with the Developer Letter of Representations, the Development Agreement, the CFA Agreement, the Reimbursement Agreement, and the Landowner Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either chamber thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either chamber of the Congress of the United States by a Committee of such chamber to which such legislation has been referred

for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event

on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or contemplated by the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter or counsel to the Underwriter shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the statements and information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF

BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," APPENDIX A and APPENDIX C and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the CFA Agreement, the Reimbursement Agreement, the Landowner Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, counsel to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, counsel to the Underwriter, and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any respect.

(g) Trustee's Closing Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been

obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, counsel to the Underwriter, and Bond Counsel.

(i) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Greenberg Traurig, LLP, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(k) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(l) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(m) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(n) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(o) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(p) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within the District attached as Appendix E to the Limited Offering Memorandum.

(q) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

(r) Evidence of Filing of Assessment Ordinance, and Landowner Agreement. Evidence that (i) the Assessment Ordinance, including the Assessment Roll of the District and (ii) the Landowner Agreement, including the legal description of the District by metes and bounds, have been filed of record in the real property records of Collin County, Texas.

(s) Lender Consent Certificate. Lender Consent Certificate of UBank and any other lienholder on land in the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of its lien to the lien created by the Assessments in a form acceptable to the Underwriter.

(t) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(u) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(v) BLOR. A copy of the Blanket Letter of Representation to DTC relating to the Bonds and signed by the City.

(w) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, of the Attorney General Opinion, and the opinion of Bond Counsel described in Section 9(a) hereof.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City's Financial Advisor or Bond Counsel.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the City as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements

for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15, 16, 21 and 23 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the costs of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and

disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 N. Ohio Street, Celina, Texas 76201, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. 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 but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Statutory Verifications. The Underwriter makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public

Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter 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.

(b) No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

24. Term of this Agreement. Except for the representations and warranties designated as surviving the term of the Agreement, the term of this Agreement shall end on the 25th day after the end of the underwriting period.

25. Attorney General Standing Letter. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 23 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF CELINA, TEXAS

By: _____
Mayor

SCHEDULE I

$[PAR AMOUNT]
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a), (b), (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 1, 20__ are subject to redemption, in whole or in part, prior to their respective scheduled maturity dates, at the option of the City, on any date on or after September 1, 20__, at the price of par plus accrued interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 2027	
September 1, 2028	
September 1, 2029	
September 1, 2030†	

$_____ Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment
September 1, 2031	
September 1, 2032	
September 1, 2033	
September 1, 2034	
September 1, 2035†	

$ Term Bonds Maturing September 1, 20

Redemption Date	Sinking Fund Installment
September 1, 2036	
September 1, 2037	
September 1, 2038	
September 1, 2039	
September 1, 2040	
September 1, 2041	
September 1, 2042	
September 1, 2043	
September 1, 2044	
September 1, 2045†	

$ Term Bonds Maturing September 1, 20

Redemption Date	Sinking Fund Installment
September 1, 2046	
September 1, 2047	
September 1, 2048	
September 1, 2049	
September 1, 2050	
September 1, 2051	
September 1, 2052	
September 1, 2053	
September 1, 2054	
September 1, 2055†	

† Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

November 13, 2025

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, MM Legacy Celina 75, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE."

3. Developer Documents. The Developer represents and warrants that it has executed or caused the execution of and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) the Development Agreement;

(c) the CFA Agreement;

(d) the Reimbursement Agreement;

(e) the Landowner Agreement; and

(f) the Continuing Disclosure Agreement of Developer.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(e) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(f) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(g) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum under the captions and appendices "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "THE AUTHORIZED IMPROVEMENTS," "OVERLAPPING TAXES AND DEBT – Agricultural Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer" and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering

Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION" (only as it pertains to the Developer), "APPENDIX D-2," "APPENDIX F," and "APPENDIX G" is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(h) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Assessments or the validity of the Bonds or the proceedings relating to their issuance.

(i) Permits, Licenses, and Approvals. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

a. are necessary to conduct the Developer's business as it is currently being conducted;

b. would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Limited Offering Memorandum relating to the financing and construction of the Authorized Improvements (as such term is defined in the Limited Offering Memorandum); or

c. are necessary for the acquisition, construction and operation of the Authorized Improvements.

(j) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(k) Financing. Other than the Assessments, no debt will be issued nor will any additional liens be placed on the property within the District in order to complete the

construction of the Authorized Improvements unless such debt or additional liens are subordinate to the liens created by the levy of the Assessments, and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(l) Taxes and Assessments. All ad valorem taxes and assessments are current on the property owned by the Developer within the District.

(m) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section or Section 3 to be untrue as of the Closing.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "SOURCES OF INFORMATION" (second paragraph only) "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements, and the Development), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," or any amendment or supplement to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled

to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page to follow*]

DEVELOPER:

MM LEGACY CELINA 75, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

APPENDIX B

$[PAR AMOUNT]
CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 14, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____, 2025.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF MESSER FORT, PLLC]

November 13, 2025

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Greenberg Traurig, LLP
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201

City of Celina, Attn: City Manager
142 N. Ohio Street
Celina, Texas 76201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City") and are rendering this opinion in connection with the issuance and sale of $[PAR AMOUNT] "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the "City Council") on October 14, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of November 1, 2025 (the "Indenture") by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated October 14, 2025 between the City and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as the Attorney for the City, and for the purposes of rendering this opinion, we have reviewed the following (the "Reviewed Documents"):

(a) Resolution No. 2025-17R (the "Creation Resolution"), enacted by the City Council on March 11, 2025.

(b) The Assessment Ordinance, adopted by the City Council on October 14, 2025 (the "Assessment Ordinance").

(c) The Bond Ordinance.

(d) The Indenture.

(e) That certain "Development Agreement" between the City and LMR Holdings, Ltd., effective as of February 9, 2021 (the "Development Agreement"), as partially assigned to the Developer pursuant to the Partial Assignment and Assumption of Development Agreement effective as of December 12, 2024;

(f) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of October 14, 2025 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., (the "Dissemination Agent");

(h) That certain Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement between the City and the Developer dated October 14, 2025 (the "CFA Agreement");

(i) That certain Legacy Celina Public Improvement District Reimbursement Agreement between the City and the Developer dated October 14, 2025 (the "Reimbursement Agreement"); and

(j) That certain Legacy Celina Public Improvement District Landowner Agreement dated as of October 14, 2025 executed by the City and the Developer (the "Landowner Agreement").

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Boghetich Law, counsel to the Developer (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or

legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer Fort, PLLC attorneys who have given attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

4. The performance by the City of the obligations under the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Reviewed Documents.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" (first paragraph only), "THE CITY – Background and City Government" "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. The execution and delivery of the Reviewed Documents and the compliance with the provisions of the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question

is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a

claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of the Issuer, Bond Purchase Agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

MESSER FORT, PLLC
JULIE FORT
ATTORNEY FOR THE CITY

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Boghetich Law, PLLC, counsel to the Developer; and (iii) Greenberg Traurig, LLP, counsel to the Underwriter;

11. There are no material misstatements in the Letter of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., Administrator; and

12. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof.

.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions specifically do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"):

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

[LETTERHEAD OF BOGHETICH LAW]

November 13, 2025

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Greenberg Traurig, LLP
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201

$[PAR AMOUNT]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to MM Legacy Celina 75 , LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the City of Celina, Texas (the *"City"),* of $[PAR AMOUNT] City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of November 1, 2025 (the *"Indenture"),* by and between the City and U.S. Bank Trust Company, National Association, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Legacy Celina" (the *"Development")* located in the City.

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated October 14, 2025 (the *"Bond Purchase Agreement"),* between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the *"Material Documents"):*

(1) the *"Development Agreement"* between the City and LMR Holdings, Ltd., effective as of February 9, 2021, as partially assigned to the Developer pursuant to the *"Partial Assignment and Assumption of Development Agreement"* effective as of December 12, 2024;

(2) the *Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement* between the Developer and the City dated October 14, 2025;

(3) *the Legacy Celina Public Improvement District Reimbursement Agreement* dated as of October 14, 2025 executed by the City and the Developer;

(4) the *Legacy Celina Public Improvement District Landowner Agreement* dated as of October 14, 2025 executed by the City and the Developer;

(5) the *Continuing Disclosure Agreement of Developer* dated as of November 1, 2025 among the Developer, Municap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and

(6) the *Developer Letter of Representations* dated as of October 14, 2025;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(c) The Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2025 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated October 14, 2025, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of

each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (a) a Texas limited liability company duly formed, validly existing under the laws of the State of Texas and qualified to transact business as a Texas limited liability company, and (b) in good standing under the laws of the State of Texas.

2. The Developer has the limited liability company power and authority under the Texas Business Organizations Code and its organizational documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Texas, the Texas Business Organizations Code and the Developer's organizational documents.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

6. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any

governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "THE AUTHORIZED IMPROVEMENTS," "OVERLAPPING TAXES AND DEBT – Agricultural Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer" and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and, to the best of our knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION" (only as it pertains to the Developer), "APPENDIX D-2," "APPENDIX F," and "APPENDIX G" adequately and fairly describe the information summarized under such captions or appendices and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by

the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Boghetich Law, PLLC

By: _____
Name: _____
Its: _____

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

MM Legacy Celina 75 , LLC, a Texas limited liability company (the "Developer") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2025 and Limited Offering Memorandum dated October 14, 2025 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations;

(b) the Development Agreement;

(c) the CFA Agreement;

(d) the Reimbursement Agreement;

(e) the Landowner Agreement; and

(f) the Continuing Disclosure Agreement.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of their affiliates wherein an unfavorable decision, ruling or finding would (i) have a material adverse effect on (A) the ability of the Developer to perform its obligations under the Developer Documents in all material respects, (B) the financial condition or operations of the Developer or its managing member, (ii) adversely affect (A) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, Development Agreement, the CFA Agreement, the Reimbursement Agreement, the Continuing Disclosure Agreement of Developer; or the Landowner Agreement, or otherwise described in the Limited Offering Memorandum or (B) the tax-exempt status of interest on the Bonds or (iii) or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions and appendices "PLAN OF FINANCE — Development Plan, Status of Development and Plan of Finance," "THE AUTHORIZED IMPROVEMENTS," "OVERLAPPING TAXES AND DEBT – Agricultural Use" (last paragraph only), "OVERLAPPING TAXES AND DEBT – Homeowner's Association," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer" and "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION" (only as it pertains to the Developer), "APPENDIX D-2," "APPENDIX F," and "APPENDIX G" and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the District, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

10. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: November 13, 2025

[*Signature page to follow*]

DEVELOPER:

MM LEGACY CELINA 75, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its Manager

[*Signature page of Closing Certificate of Developer*]

APPENDIX F

[LETTERHEAD OF PEYCO SOUTHWEST REALTY]

November 13, 2025

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Greenberg Traurig, LLP
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned representative of Peyco Southwest Realty, Inc. (the "Appraiser"), appraiser of the property contained in the Legacy Celina Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of the Appraiser, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], 2025, and the Limited Offering Memorandum for the Bonds, dated on or about October 14, 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information I have provided is the real estate appraisal of the property in the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November 13, 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

PEYCO SOUTHWEST REALTY, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

November 13, 2025

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue
Suite 3600
Dallas, TX 75201-7932

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Greenberg Traurig, LLP
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of the Legacy Celina Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2025 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about October 14, 2025 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts," "OVERLAPPING TAXES AND DEBT – Overlapping Taxes and Debt," and "THE ADMINISTRATOR," and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November 13, 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of November 1, 2025 (this "Disclosure Agreement"), is executed and delivered by and among the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Additional Bonds" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall have the meaning assigned to such term in the Indenture. The initial Administrator is MuniCap, Inc.

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Developer" shall mean MM Legacy Celina 75, LLC, a Texas limited liability company, and its designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of November 1, 2025, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Legacy Celina Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SAP Update" shall have the meaning assigned to such term in subsection 4(a)(iii) of this Disclosure Agreement.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide

or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten (10) days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Annual Financial Statements from the Issuer, but in no event later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Financial Statements for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date(s), the interest rate(s), the original aggregate principal amount(s), the principal amount(s) remaining Outstanding, and the total interest amount due on the aggregate principal amount Outstanding;

(B) The amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate;

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a "SAP Update"); and

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited financial statements of

the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Annual Financials Filing Date and audited financial statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from the date of receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under

either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, and stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning on the first (1^{st}) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within the District will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Bonds without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of

such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the

effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or

operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Administrative Expenses collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from

information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with Sections 3(a) and 3(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are expenses which may be paid from the Administrative Expenses.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Administrative Expenses collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the

provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are expenses which may be paid from the Administrative Expenses.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council member, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in the District, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator each respectively make the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or Administrator, as applicable, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

a. Not a Sanctioned Company. The Dissemination Agent and Administrator each respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent, Administrator and each of their respective 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.

b. No Boycott of Israel. The Dissemination Agent and Administrator each respectively 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 Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator each respectively 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 Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm

entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Dissemination Agent and Administrator each respectively 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 Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties.

Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and neither the Issuer nor its consultants have verified such information.

SECTION 21. Notice. Any written notice required to be given or made hereunder among or between any of the Issuer, the Trustee, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such under this Disclosure Agreement.

If to the Trustee: U.S. Bank Trust Company, National Association
Attn: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402
Email: misty.gutierrez@usbank.com

If to the Dissemination Agent: HTS Continuing Disclosure Services

	Attn:	Tanya Calvit 717 North Harwood Street, Suite 3400 Dallas, Texas 75201
	Email:	Tanya.calvit@hilltopsecurities.com
If to Administrator:		MuniCap, Inc. 600 E. John Carpenter Freeway, Suite 150 Irving, Texas 75062
	Email:	TXPID@municap.com
With a copy to:	Attn:	Keenan Rice 8965 Guilford Road, Suite 210 Columbia, Maryland 21046
	Email:	Keenan.rice@municap.com
If to the Issuer:		City of Celina, Texas
	Attn:	City Manager 142 North Ohio Street Celina, Texas 76201
	Email:	rranc@celina-tx.gov
If to Participating Underwriter:		FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034 E-mail: Tdavenport@fmsbonds.com

SECTION 22. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

CITY OF CELINA, TEXAS

By: _____
Mayor

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

MuniCap, Inc.
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Celina, Texas (the "Issuer"), has not provided [an Annual Financial Information][an Annual Collections Report][audited/unaudited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of November 1, 2025, by and among the Issuer, MuniCap, Inc., as "Administrator," and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][the Annual Collections Report][audited/unaudited financial statements] will be filed by _____.

Dated:_____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_]
Telephone: (___) ___-____
Contact Person: Attn: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				_
				_
		Total		

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: ☐ Audited ☐ Unaudited

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in the District[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the District

The [YEAR] certified total assessed value for the Assessed Property in the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[1]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Assessments Collected[2]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year 20__	Total Annual Installments Levied $	Parcels Levied[2]	Delinquent Amount as of 3/1 $	Delinquent % as of 3/1 %	Total Annual Installments Collected[3] $

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments $	Bond Call Date	Amount of Bonds Redeemed $

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Trustee pays bond interest payments to Owners.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of a draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas, an amendment to the Code, or otherwise, such modifications shall control.

July 1	**152/153**	**Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax Assessor-Collector procedures.** [2] **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** **Issuer notifies Trustee and Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners**. If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the Issuer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of October 14, 2025 is by and between the **CITY OF CELINA, TEXAS**, a home rule municipality of the State of Texas (the "City"), and **MM LEGACY CELINA 75, LLC**, a Texas limited liability company (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Authorized Improvements actually paid or incurred for construction and installation of the Authorized Improvements in accordance with the Service and Assessment Plan.

"Administrator" means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Authorized Improvements" means improvements authorized by Section 372.003 of the Act, including and as listed in Section III of the Service and Assessment Plan.

"Authorized Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Bond Ordinance" means the ordinance adopted by the City Council on October 14, 2025 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Authorized Improvements as shown in Table III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit A** hereto or otherwise executed by the Developer, approved by a City Representative, provided no

more frequently than once per month, and delivered to the Trustee, specifying the amount of work performed related to the Authorized Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs of such Authorized Improvements from money on deposit in the Authorized Improvements Account or the Developer Improvement Account of the Project Fund.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein, in the Certification for Payment or in the Closing Disbursement Request.

"Closing Date" means the date of the initial delivery of and payment for the Bonds, and is November 13, 2025.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit B** hereto or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee on the Closing Date, specifying the costs incurred in the establishment, administration, and operation of the District or issuing the Bonds, and requesting payment for such costs from money on deposit in the Costs of Issuance Account of the Project Fund.

"Construction Contracts" means the contracts for the construction of an Authorized Improvement. "Construction Contract" means any one of the Construction Contracts.

"Cost" means the Budgeted Costs or the cost of an Authorized Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Authorized Improvement, the Actual Cost, as appropriate, of such Authorized Improvement in excess of the Budgeted Cost.

"Developer Improvement Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Development Agreement" means that certain Development Agreement, executed by and among the City and LMR Holdings, Ltd., as partially assigned to Developer, and as may be amended from time to time.

"District" shall mean the Legacy Celina Public Improvement District created March 11, 2025.

"Final Completion" means the time at which the construction of an Authorized Improvement (or specified segment, section or part thereof) has progressed to the point where such Authorized Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Authorized Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended and is in compliance with existing City standards and specifications for dedication to the City.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of November 1, 2025 relating to the Bonds.

"Person" or **"Persons"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Plans" means the plans, specifications, schedules and related construction contracts for the Authorized Improvements, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds and any funds received from the Developer, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Reimbursement Agreement" means the "Legacy Celina Public Improvement District Reimbursement Agreement" dated as of October 14, 2025, by and between the City and the Developer providing for the reimbursement of costs to the Developer for funds advanced by the Developer and used to pay a portion of the costs of the Authorized Improvements and other matters related thereto.

"Service and Assessment Plan" means the "Legacy Celina Public Improvement District Service and Assessment Plan" adopted by City ordinance on October 14, 2025 by the City Council and prepared pursuant to the Act.

ARTICLE II
RECITALS

Section 2.01. The District and the Authorized Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Authorized Improvements.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in

part, to finance all or a portion of the Authorized Improvements in accordance with the terms and limitations of the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) Concurrently with the issuance of the Bonds, the Developer and the City have entered into the Reimbursement Agreement to provide for the reimbursement of costs to the Developer for funds advanced by the Developer and used to pay a portion of the costs of the Authorized Improvements.

(d) All Authorized Improvements are eligible to be financed with proceeds of the Bonds and the Reimbursement Agreement, to the extent specified herein.

(e) The proceeds from the issuance and sale of the Bonds and funds received from the Developer concurrently with the closing of the Bonds shall be deposited in accordance with the Indenture.

(f) The Developer will undertake, oversee, or ensure the construction and development of the Authorized Improvements for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be partially financed with the proceeds of the Bonds are the Authorized Improvements. The payment of costs from the proceeds of the Bonds for such Authorized Improvements shall be made from the Authorized Improvements Account of the Project Fund established under the Indenture.

(c) The payment of costs of the Authorized Improvements from the Developer Improvement Account of the Project Fund established under the Indenture shall be made in accordance with the provisions of Section 5.03 hereof and the terms of the Indenture.

(d) The City's obligation with respect to the payment of the Authorized Improvements shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all

expenses related to the Authorized Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(e) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(f) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02 Accounts. All disbursements from the Authorized Improvements Account, the Costs of Issuance Account, and the Developer Improvement Account of the Project Fund shall be made by the City in accordance with the provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ, at all times, adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City, from the Developer, as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Authorized Improvement and, upon completion, inspection, and acceptance, convey each such Authorized Improvement to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or accounts created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with

respect to the Authorized Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Authorized Improvements.

Section 4.04. Remaining Funds After Completion of an Authorized Improvement. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Authorized Improvement. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements and shall include an update reflecting such change in the subsequent Annual Service Plan Update. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Authorized Improvements. Developer or its contractors may approve and implement any change orders, even if such change orders would increase the Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available, or become available, pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive disbursement from the Costs of Issuance Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit B** hereto or in a form otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive disbursement for an Authorized Improvement from the Authorized Improvements Account of the Project Fund or the Developer Improvement Account of the Project Fund at closing of the Bonds, the Developer shall

execute a Certification for Payment, substantially in the form of **Exhibit A** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund, the Authorized Improvements Account of the Project Fund or the Developer Improvement Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Authorized Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Authorized Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit A** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Authorized Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within ten (10) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reason(s) for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial disapproval.

(c) If the City Representative disapproves the Certification for Payment, the disapproval must be in writing, stating the reason(s) for disapproval. The disapproval may be appealed to the City Council by the Developer in writing within thirty (30) days after Developer's receipt of the City's disapproval pursuant to Section 5.02(b) of this Agreement. Disapproval of the Certification for Payment by the City Council shall be attempted to be resolved by half-day

mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Authorized Improvements.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the following funds: (1) first from the Authorized Improvements Account of the Project Fund; and (2) second from the Developer Improvement Account of the Project Fund. Such payments shall be as further designated in the Certification for Payment, pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Authorized Improvement, unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment (i) directly to the general contractor or supplier of materials or services, or (ii) jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Authorized Improvement identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Authorized Improvement has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Authorized Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment

with respect to any Authorized Improvement is contested, the Developer shall post or cause delivery of a surety bond in an amount reasonably determined by the City or City may decline to accept the Authorized Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF AN AUTHORIZED IMPROVEMENT

Section 6.01. Authorized Improvement to be Owned by the City – Title Evidence. If required by the City, the Developer shall furnish to the City, a preliminary title report for land with respect to an Authorized Improvement to be acquired and accepted by the City from the Developer, and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of an Authorized Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objection(s) to title to the reasonable satisfaction of the City.

Section 6.02. Authorized Improvement Constructed on City Land or Developer Land. If the Authorized Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance by the City) of the Authorized Improvement. If the Authorized Improvement is on land owned by the Developer, the Developer hereby grants to the City a nonexclusive easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance by the City) of the Authorized Improvement. The grant of a permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the Development Agreement or as should, in the City's reasonable judgment, be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer (i) consists of one limited liability company duly formed, organized and validly existing under the laws of the State of Texas, (ii) is in compliance with the laws of the State of Texas, and (iii) has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Authorized Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Authorized Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition, construction or installation of any improvements that are not part of the costs associated with the Authorized Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certifications for Payment.

(f) Financial Records. For a period of two years after completion of the Authorized Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Authorized Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Authorized Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Authorized Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Authorized Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquiries to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Authorized Improvements) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSES 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 AUTHORIZED IMPROVEMENTS 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 OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; 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 AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE

AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR 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 GROSS 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.

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 THE INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) 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, THE INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all of the Authorized Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Authorized Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be increased or otherwise adversely affected in any manner,

or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Authorized Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such breach or default described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such breach or default to the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice). Upon receipt of such notice, Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to available options to assure timely completion, subject to the terms of this Agreement, of the Authorized Improvements. The City shall allow the Developer a minimum of forty-five (45) days to eliminate or to mitigate such breach or default to the reasonable satisfaction of the City ("Cure Period"). The Cure Period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such breach or default. If at the end of the Cure Period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the reasonable satisfaction of the City, the City may then terminate this Agreement. Upon termination of this Agreement, the City shall (i) provide written notice of such termination to the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) and (ii) instruct the Trustee to cease making payments for the Actual Costs and/or Budgeted Costs, as appropriate, of Authorized Improvements, provided that the Developer shall receive payment of the Actual Costs or Budgeted Costs, as appropriate, of any Authorized Improvements that were accepted by the City at the time of termination, so long as the Developer has complied with the requirements of the Development Agreement, this Agreement and the Indenture.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Authorized Improvements not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Authorized Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Reimbursement Agreement. The City shall have no obligation to perform any work related to an Authorized Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to fund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Authorized Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Authorized Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reason of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, within ten (10) business days of the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required as a result of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days'

prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. 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 transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi MM Legacy Celina 75, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Travis Boghetich Boghetich Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager (which consent shall not be unreasonably withheld if assignee demonstrates financial ability to perform), except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for an Authorized Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Authorized Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and may not otherwise amend the terms of this Agreement. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee, and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Reimbursement Agreement have been paid and upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement, the Reimbursement Agreement, or the Development Agreement, this Agreement, the Reimbursement Agreement and the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of termination based on such default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15 Statutory Verifications.

The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be

excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.16. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 2025.

CITY OF CELINA, TEXAS

By: _____
Name: Ryan Tubbs
Title: Mayor

ATTEST:

_____
Name: Ashley Owens
Title: City Secretary

(City Seal)

APPROVED AS TO FORM:

_____
Julie Fort, City Attorney

DEVELOPER:

MM Legacy Celina 75, LLC
a Texas limited liability company

By: MMM Ventures, LLC
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Exhibit A
FORM OF CERTIFICATION FOR PAYMENT– AUTHORIZED IMPROVEMENTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for MM Legacy Celina 75, LLC (the "Developer") and requests payment from the [Authorized Improvements Account of the Project Fund] [Developer Improvement Account of the Project Fund] from U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Authorized Improvements related to the Legacy Celina Public Improvement District (the "Authorized Improvements"):

[insert specific Authorized Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Authorized Improvement(s) identified above, and such costs are (i) in compliance with the Legacy Celina Public Improvement District Construction, Funding and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Legacy Celina Public Improvement District Construction, Funding and Acquisition Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Authorized Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Authorized Improvement(s). If this request for payment results

in ninety percent (90%) or more of the Budgeted Costs for the Authorized Improvement(s) identified above being paid, then the work with respect to the Authorized Improvement(s) has been completed and the City has inspected and accepted the Authorized Improvement(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Authorized Improvement	**Total Cost of Authorized Improvement**	**Budgeted Cost of Authorized Improvement**	**Amount to be paid from the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Authorized Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

MM LEGACY CELINA 75, LLC

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

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in a city certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Authorized Improvements.

CITY OF CELINA, TEXAS

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

Date: _____

EXHIBIT B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Legacy Celina 75, LLC (the "Developer") and requests payment from:

the Costs of Issuance Account of the Project Fund (as defined in the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement) from U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Legacy Celina Public Improvement District (the "District"), as follows:

Closing Costs Description	**Cost**	**District Allocated Cost**
TOTAL		

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement.

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer in connection with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement, the Indenture, or the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.
b. Etc.

I hereby declare that the above representations and warranties are true and correct.

MM LEGACY CELINA 75, LLC

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

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in a city certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Legacy Celina Public Improvement District Construction, Funding and Acquisition Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in an Authorized Improvement.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT E

LANDOWNER AGREEMENT

LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT
LANDOWNER AGREEMENT

This **LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT LANDOWNER AGREEMENT** (the "Agreement") is entered into as of October 14, 2025, between the **CITY OF CELINA, TEXAS** (the "City"), a home rule municipality of the State of Texas (the "State"), and **MM LEGACY CELINA 75, LLC**, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns 100% of the Assessed Property within the Legacy Celina Public Improvement District (the "District") as such District is described by metes and bounds attached as **Exhibit I** to this Agreement, incorporated herein for all purposes, and comprising all of the non-exempt, privately-owned land described therein (the "Landowner's Parcel"); and

WHEREAS the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto the "Assessment Ordinance") and the Legacy Celina Public Improvement District Service and Assessment Plan dated October 14, 2025 (the "Service and Assessment Plan") which are incorporated herein for all purposes and has levied an assessment on the Assessed Property within the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which is incorporated herein for all purposes**,** includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel, as shown on **Exhibit I,** and the location and development of the Authorized Improvements on the Landowner's Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix G to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner's Parcel, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the

undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of a residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II.**

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements, and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or the Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034
To Landowner:	MM Legacy Celina 75, LLC Attn: Mehrdad Moayedi 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Texas Real Estate Law Attn: Travis Boghetich 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest. This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments. This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the real property records of Collin County, Texas.

F. Effective Date. This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels. From time to time upon written request of the Landowner or any future Landowner but no more frequently than once per calendar year, and upon the payment in advance of a $1,000.00 fee to the City, the City Manager or an interim city manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of a Landowner under this Agreement that are in default.

H. Termination. This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. Representations.

a. The Landowner makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

b. Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

c. No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this

Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

d. No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

e. No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

J. Form 1295 Certificate. Landowner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Landowner 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 Landowner 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 and 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 Landowner. The information contained in the Form 1295 completed by the Landowner has been provided solely by the Landowner and the City has not verified such information.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the City and Landowner on the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Name: Ryan Tubbs
Title: Mayor

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2025 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER:

MM LEGACY CELINA 75, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Legacy Celina 75, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowners Agreement]

LANDOWNERS AGREEMENT - EXHIBIT I

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;

LANDOWNERS AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____, 2025 by **MM LEGACY CELINA 75, LLC**, a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in **Exhibit I** (the "Landowner's Parcel").

B. The City Council (the "City Council") of the City of Celina (the "City") upon a petition requesting the establishment of a public improvement district to be known as the Legacy Celina Public Improvement District (the "District") by the then current owner of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as may be amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) The Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property

taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearing regarding the levy of Assessments by the City Council;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real property records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas, 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 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 of Celina, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Celina, Texas 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 of Celina, Texas.

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.

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.

Signature of Purchaser(s) _____ Date: _____

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

MM LEGACY CELINA 75, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Legacy Celina 75, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

LANDOWNERS AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Legacy Celina Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Property (or if the Assessment Roll is not available for such Assessed Property, then a schedule showing the maximum 30 year payment for such Assessed Property) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT F

REIMBURSEMENT AGREEMENT

LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT

This Legacy Celina Public Improvement District Reimbursement Agreement (this "Reimbursement Agreement") is executed between the **CITY OF CELINA, TEXAS** (the "City") and **MM LEGACY CELINA 75, LLC**, a Texas limited liability company (the "Developer") to be effective as of October 14, 2025 (individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the Legacy Celina Public Improvement District Service and Assessment Plan, dated October 14, 2025 as the same may be amended from time to time (the "SAP") as passed and approved by the City Council of the City (the "City Council") by Ordinance No. _____ on October 14, 2025 (the "Assessment Ordinance"); and

WHEREAS, on March 11, 2025, the City Council passed and approved Resolution No. 2025-17R (the "Creation Resolution") authorizing the creation of the Legacy Celina Public Improvement District (the "District") covering approximately 64.866 acres of land described by metes and bounds attached to said Creation Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, special assessments have been or will be levied against the Assessed Property to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property; and

WHEREAS, on September 9, 2025, City Council passed and approved a resolution determining, among other things, the estimated costs of the Authorized Improvements, including costs related to the issuance of the Bonds (defined herein) to be approximately $15,894,591 (the "Authorized Improvements Costs"); and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within the District Property (the "Assessed Property") for the Authorized Improvements in accordance with the Assessment Roll attached as Appendix G to the SAP; and

WHEREAS, on October 14, 2025, the City Council adopted Ordinance No. _____ authorizing the issuance and sale of its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds") to finance a portion of the Authorized Improvements Costs; and

WHEREAS, a portion of the Assessment Revenues are dedicated and pledged to secure repayment of the Bonds as provided in the Assessment Roll and the Bonds are secured under the Indenture of Trust, dated November 1, 2025 (the "Bond Indenture") between the City and U.S. Bank Trust Company National Association, as trustee (the "Trustee"); and

WHEREAS, the Parties have entered into that certain "Legacy Celina Public Improvement District Construction, Funding, and Acquisition Agreement" dated as of October 14, 2025 (the "Construction Funding Agreement") for the construction of the Authorized Improvements; and

WHEREAS, the Parties intend for a portion of the Authorized Improvements Costs that are not financed by the Bonds to be financed under the terms of this Reimbursement Agreement and the Construction Funding Agreement; and

WHEREAS, the City has established a project fund segregated from all other funds of the City (the "Project Fund") for the Authorized Improvements and has established an "Authorized Improvements Account" and a "Developer Improvement Account" within such Project Fund under the Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the Assessment Revenues (the "Pledged Revenue Fund") and has established a "Bond Pledged Revenue Account" and a "Developer Reimbursement Pledged Revenue Account" within such Pledged Revenue Fund under the Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the purpose of paying and reimbursing the Developer (the "Reimbursement Fund") for a portion of the costs of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund under the Bond Indenture; and

WHEREAS, pursuant to the Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be transferred to the Reimbursement Fund pursuant to a completed Reimbursement Payment Request (defined herein) and used solely and exclusively to pay and reimburse the Developer for a portion of the costs of the Authorized Improvements paid from the Developer Improvement Account of the Project Fund, plus interest, as set forth in this Reimbursement Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. The City shall cause to be deposited into the Pledged Revenue Fund all Assessment Revenues collected (excluding Delinquent Collection Costs and Administrative Expenses) as provided in the Bond Indenture.

3. Developer shall make, or cause to be made, deposits of $_____ to the Developer Improvement Account of the Project Fund (the "Developer Deposit") on the Closing Date (as defined in the Bond Indenture) of the Bonds. The Authorized Improvements Costs shall be paid first from the Authorized Improvements Account of the Project Fund and then from the Developer Improvement Account of the Project Fund in accordance with the Bond Indenture and the Construction Funding Agreement.

4. Strictly subject to the terms, conditions, and requirements herein and in the Bond Indenture, and solely from the Assessment Revenues as herein provided, the City agrees to pay to the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Authorized Improvements incurred by the Developer, but not to exceed the budgeted costs, of the Authorized Improvements, as set forth in the SAP, not paid from the proceeds of the Bonds and actually paid from the Developer Improvement Account of the Project Fund (the "Reimbursement Amount") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until _____, 2053 (the "Maturity Date"); provided, however, the principal amount of the Reimbursement Amount shall not exceed $_____, all of which shall be reflected and consistent with the information included in the Service and Assessment Plan. The Reimbursement Amount shall be payable to the Developer solely from the Assessment Revenues deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund and transferred to the Reimbursement Fund as provided in Section 6.3(d) of the Bond Indenture, or through the net proceeds of any Additional Bonds (hereinafter defined) (after payment of costs of issuance, including the costs paid or incurred by the City). The Authorized Improvements Costs are authorized by the Act and approved by the City Council and represents the total cost of the Authorized Improvements which are eligible public improvements that are being undertaken and financed by the District for the special benefit of the Assessed Property and that upon completion will be dedicated in fee and accepted by the City. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) _____% for years one through five following the execution of this Reimbursement Agreement, and (y) ____% for years six through thirty-one or until Additional Bonds are sold, if ever. The interest rate has been approved by the City Council and is authorized by the Act and was determined based upon the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was _____%. The interest rate of ___% and ____% contained herein comply with Section 372.023 (e)(1) and Section 372.023 (e)(2) of the Act. Reimbursement to the Developer from the Reimbursement Fund as set forth in this section shall be made pursuant to a completed reimbursement form (the "Reimbursement Payment Request"), as set forth in **Exhibit A** attached hereto. The City reserves the right to issue additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed

in Section 13.2 of the Indenture (the "Additional Bonds"), but shall be under no obligation to issue Additional Bonds, to finance the Authorized Improvements Costs or to pay amounts due to the Developer under this Reimbursement Agreement.

5. The Reimbursement Amount, plus interest, as described above (collectively, the "Unpaid Balance") is payable to the Developer and secured under this Reimbursement Agreement solely as described in paragraph 4 above. Interest shall accrue on the amounts of the Unpaid Balance equal to the amount withdrawn from the Developer Improvement Account of the Project Fund pursuant to a Certification for Payment (as defined in the Construction Funding Agreement) from the date of each withdrawal until payment from the Reimbursement Fund. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement and this Reimbursement Agreement. With the exception of the net proceeds of any Additional Bonds, no other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at Maturity. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenues and, as a result, is unable to make transfers from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement shall not and shall never give rise to or create:

   a. a charge against the general credit or taxing powers of the City or any other taxing unit; or

   b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund, the Reimbursement Fund as provided in the Bond Indenture, or through the net proceeds of any Additional Bonds as provided in the Bond Indenture; or

   c. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund, the Reimbursement Fund as provided in the Bond Indenture and this Reimbursement Agreement, or through the net proceeds of any Additional Bonds as provided in the Bond Indenture.

6. Within fifteen (15) business days of receipt of any Reimbursement Payment Request, the City shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the Trustee for payment (from those funds available in the Reimbursement Fund), or (ii) in the event the City disapproves the Reimbursement Payment Request, give written notification to the Developer of the City's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons

for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver such partially approved Reimbursement Payment Request to the Trustee for payment.

7. If Additional Bonds are issued, the net proceeds of such Additional Bonds shall be used first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the Authorized Improvements Costs paid from the Developer Improvement Account of the Project Fund and then to pay all or any portion of any Authorized Improvements Costs. If, after application of the net proceeds of any Additional Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Bond Indenture, and (ii) amounts deposited into any funds crated for such purpose under any supplemental indenture relating to any Additional Bonds. Once the principal amount of all Additional Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

8. If on the later of the final maturity date of the Bonds or the Additional Bonds, after application of the net proceeds of any Additional Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable; provided, however, if any Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such Assessment Revenues, when, as, and if collected after the Maturity Date, shall first be applied to any amounts due in connection with outstanding Bonds and outstanding Additional Bonds and second, paid to the Developer and applied to the Unpaid Balance.

9. The Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Bond Indenture, or (ii) net proceeds of any Additional Bonds (any of the foregoing a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after notice of the Transfer, including, for each Transferee, the information required by Section 14 below, is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the

Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the Transferee.

10. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Bond Indenture, or through the net proceeds of any Additional Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

11. If the Developer is in compliance with that certain Development Agreement by and between the City and LMR Holdings, LTD, and assigned to the Developer, effective on February 4, 2021 (the "Development Agreement"), and following the City's inspection and approval of the Authorized Improvements in accordance with the provisions of the Construction Funding Agreement, there will be no conditions or defenses to the obligation of the City to use amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund, in accordance with and under the Bond Indenture to pay the Unpaid Balance.

12. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or the Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

13. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.

14. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company

such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer Fort 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932
To the Developer:	Attn: Mehrdad Moayedi MM Legacy Celina 75, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
And to:	Attn: Travis Boghetich Boghetich Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

15. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

16. Failure; Default; Remedies.

    a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of

the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional thirty (30) day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.

b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund in accordance with and under the Bond Indenture; or (2) entitle the City to terminate this Reimbursement Agreement.

c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.

17. To the extent there is a conflict between this Reimbursement Agreement and the Bond Indenture, the Bond Indenture shall control as the provisions relate to the proceeds of the Bonds, the Developer Deposit, or the collection and transfer of the Assessment Revenues. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, the Reimbursement Agreement shall control as to provisions relating to the reimbursement of the Developer for the Authorized Improvements Costs previously paid by the Developer, and the Development Agreement shall control for all other provisions.

18. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

19. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

20. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

21. This Reimbursement Agreement may be amended only by written agreement of the Parties.

22. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

23. The City shall have the right, during normal business hours and upon three (3) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

24. The Parties agree that at any time after the execution of this Reimbursement 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 Reimbursement 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 Reimbursement Agreement is executed or any future City Council.

25. Representations.

    a. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Reimbursement Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

    b. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

c. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

d. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

e. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

26. Form 1295 Certificate. 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 Reimbursement Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of _____, 2025.

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor

DEVELOPER:

MM LEGACY CELINA 75, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

EXHIBIT A

REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. ____

Reference is made to that certain Indenture of Trust by and between the City and U.S. Bank Trust Company, National Association (the "Trustee") dated as of November 1, 2025 (the "Indenture") relating to the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Legacy Celina Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for MM Legacy Celina 75, LLC, a Texas limited liability company (the "Developer") and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the Reimbursement Fund under the Indenture for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Legacy Celina Public Improvement District (the "Authorized Improvement Costs") and accrued interest thereon.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The Authorized Improvement Costs set forth in this Reimbursement Payment Request relate to Authorized Improvement Costs that have previously been paid from the Developer Improvement Account of the Project Fund pursuant to Certification for Payment Certificate No. _____ and such request in in accordance with the provisions of the Legacy Celina Public Improvement District Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed to the Developer contained therein. .

2. Such Certification for Payment Certificate No. ____ has been duly approved by the City, and all representations of the Developer pursuant to Certification Payment Certificate No. ___ are true and remain in effect as of the date hereof.

3. The amount requested to be paid pursuant to the Reimbursement Payment Request is $_____ (consisting of $_____ in Authorized Improvement Costs and $_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.
b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

MM LEGACY CELINA 75, LLC
By: _____
Name: _____
Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the City approves the Reimbursement Payment Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

Principal Amount to be paid by Trustee from Reimbursement Fund	Interest to be paid by the Trustee from the Reimbursement Fund	Total Amount to be paid by Trustee from the Reimbursement Fund
$_____	$_____	$_____

CITY OF CELINA, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to approve a guaranteed maximum price for the construction of Fire Station #4 to Crossland Construction for an amount not to exceed $11,416,300. (Brawner)

Background Information:
In June 2024, City Council approved a design contract with Conduit Architecture + Design LLC in an amount of $726,000.00. Station #4 will provide fire coverage to residents located on the east side of the City of Celina. Fire Station #4 will be on the south side of Punk Carter, east of the Bluewood Subdivision, and adjacent to the new police station. The station will reside on two (2) acres of the 23-acre emergency services campus. The original station design was for a 12,000-square-foot building that would include three (3) fire station drive-through bays, support areas, dorm space for ten (10) firefighters, and an attached training tower. In addition, the building is designed to have a generator that will provide 100 percent coverage for the building, a fueling system, and a storm shelter per ICC500. The construction cost was projected to be approximately $675 per square foot or $8.3 million.

In November 2024, the Celina City Council approved the five-year capital improvement project, which allowed for $9,000,000 towards the construction of Fire Station #4. At this time, the City did not have a final design and was working with the original estimate. The City Council approved Crossland Construction to manage and oversee the construction process for this project in December 2024.

In October 2024, Chief Shawn White joined the City of Celina as the new fire chief. Chief White reviewed the pending station design when he started. He made several suggestions regarding the operational feasibility of the new station, which have been incorporated into the new Station #4 design. Once the 50 percent construction documents were completed, Crossland provided an updated construction estimate based on the revised design plans that increased the projected cost to $11,500,000. Council approved the proposed budget increase with the direction that this station

will become a template station.

Crossland Construction Company provided the bidding. The project was publicly bid on August 19, 2025. The final GMP to the City from Crossland is $11,416,300 for the construction of Fire Station #4.

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

Supporting Documents:
1. Staff Presentation
2. LOCATION MAP
3. Exhibit A - Celina Fire Station No. 4 - 95% CDs GMP Estimate
4. Exhibit B - Celina Fire Station No. 4 - Clarifications & Assumptions
5. Exhibit C - Celina Fire Station No. 4 Overall Schedule
6. Exhibit D - Celina Fire Station No. 4 - Document Log
7. 2025-003 CMAR Fire Station #4 Pre Construction Services Agreement - signed

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

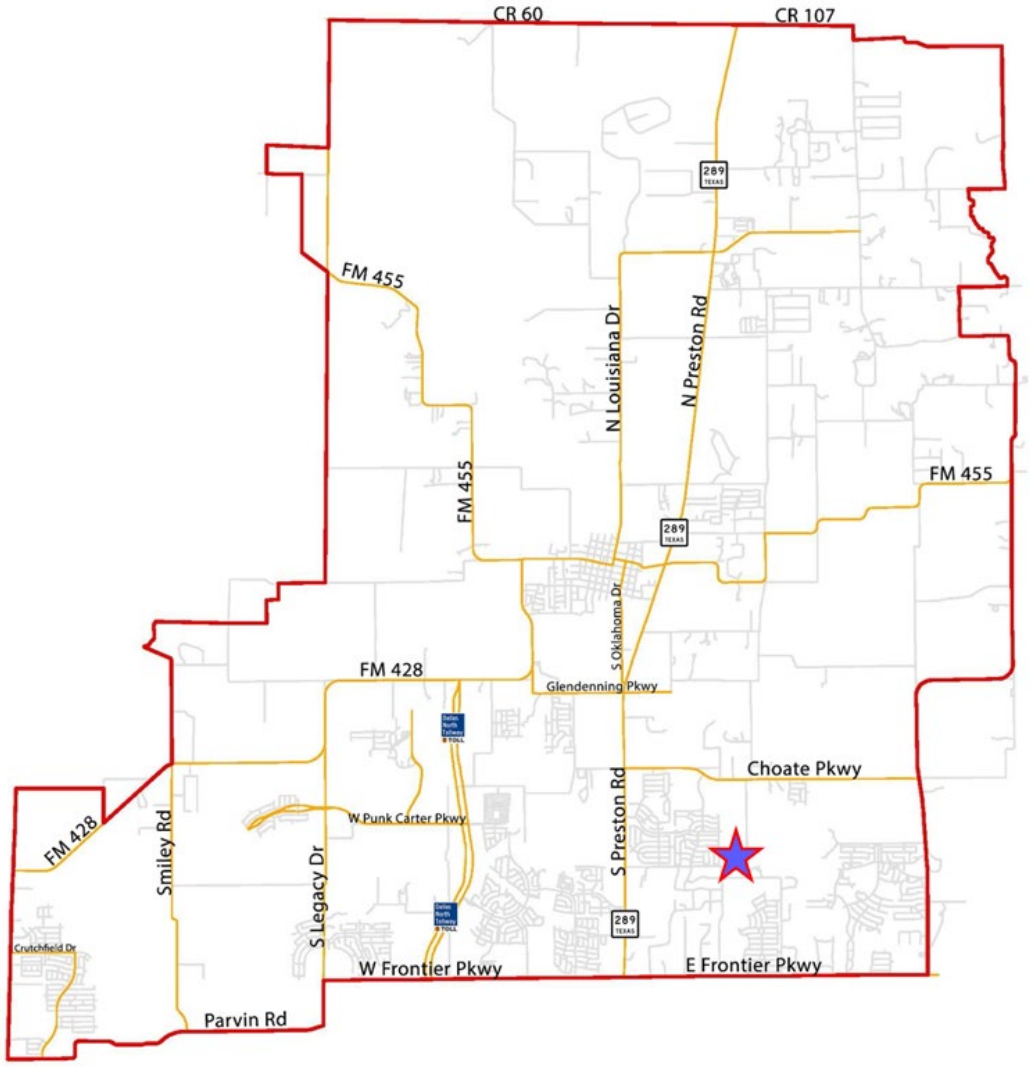
Staff Recommendation:
Staff recommends approval of the proposed contract amendment as presented.

FIRE STATION #4 GMP

Kimberly Brawner
October 14th, 2025

PROJECT LOCATION

- 1205 Punk Carter Pkwy



FINAL PROJECT PARAMETERS

- Conduit Architecture and Design
- Station details:
  - 15,725 ft^2
  - 3 bays (accompany 2 trucks deep)
  - Training tower
  - Individual Dorms
  - No Community Room
  - Rough grading entire site
- Design contract ~12 months ($815,013)
- Construction contract ~12 months ($11.416,300)

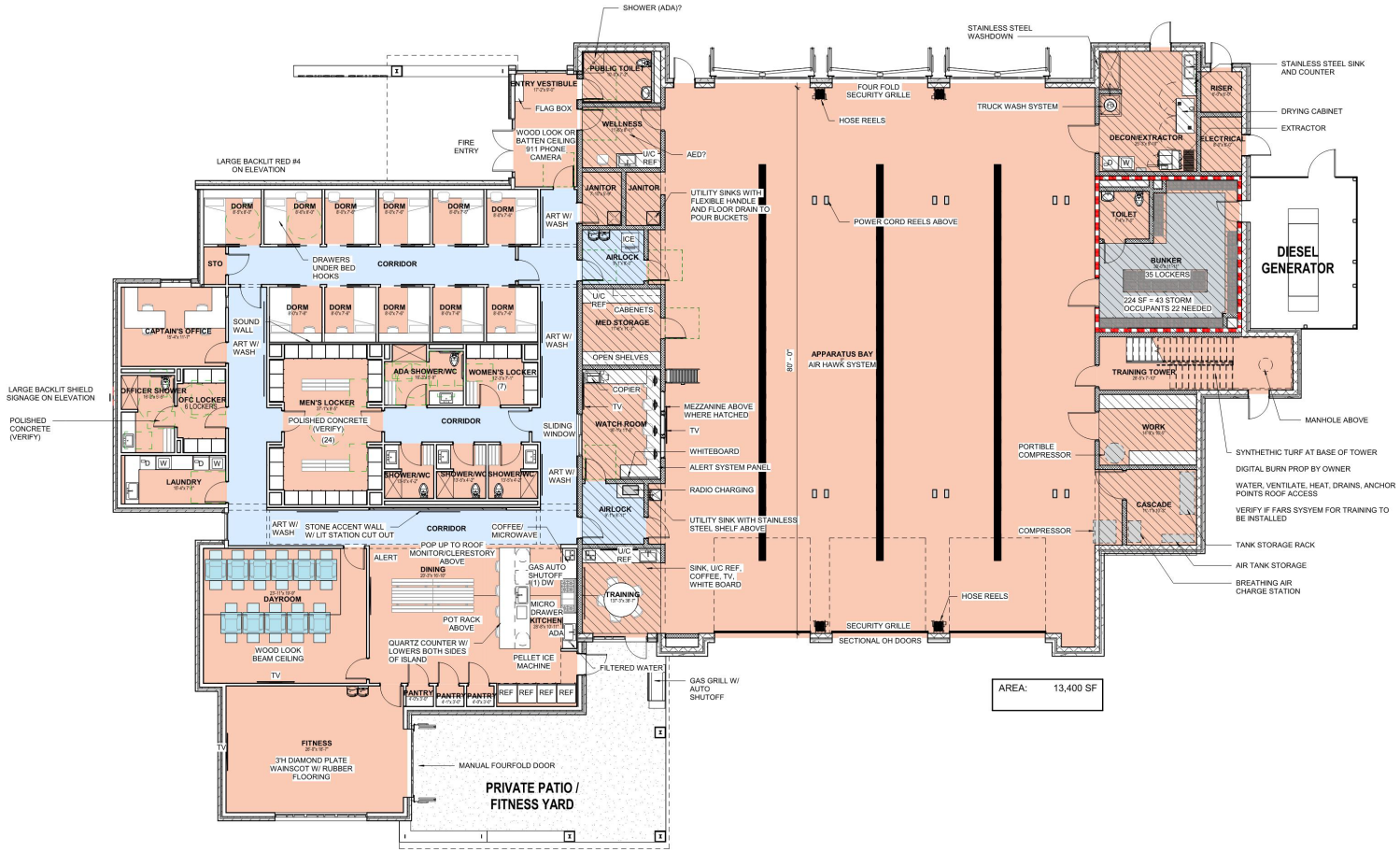
Celina Fire Station #4

01.10.25

Celina, Texas

SCHEMATIC DESIGN – FLOOR PLAN

1/8" = 1'-0"



1 Schematic Floor Plan

1/8" = 1'-0"

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

KOBEY SEALE , AIA TX#21100

Fire Station 4

conduit
architecture+design

RESERVED PARKING
VAN ACCESSIBLE
conduit
architecture+design

conduit
architecture+design
THREE
TWO
ONE

City of Celina
Fire Station #4
conduit
architecture+design

GMP TOTAL

- Guaranteed Maximum Price (GMP)
  - $11,416,300
  - Includes 2% Construction & 3% Owner's Contingency

SCHEDULE

6/2019 – Land acquisition

6/2024 – Conduit selected as architect

8/2024 - City Council approved Master plan

12/2024 - Approved Crossland as CMAR

8/2025 – Council approved final design

9/2025 – GMP to City Council

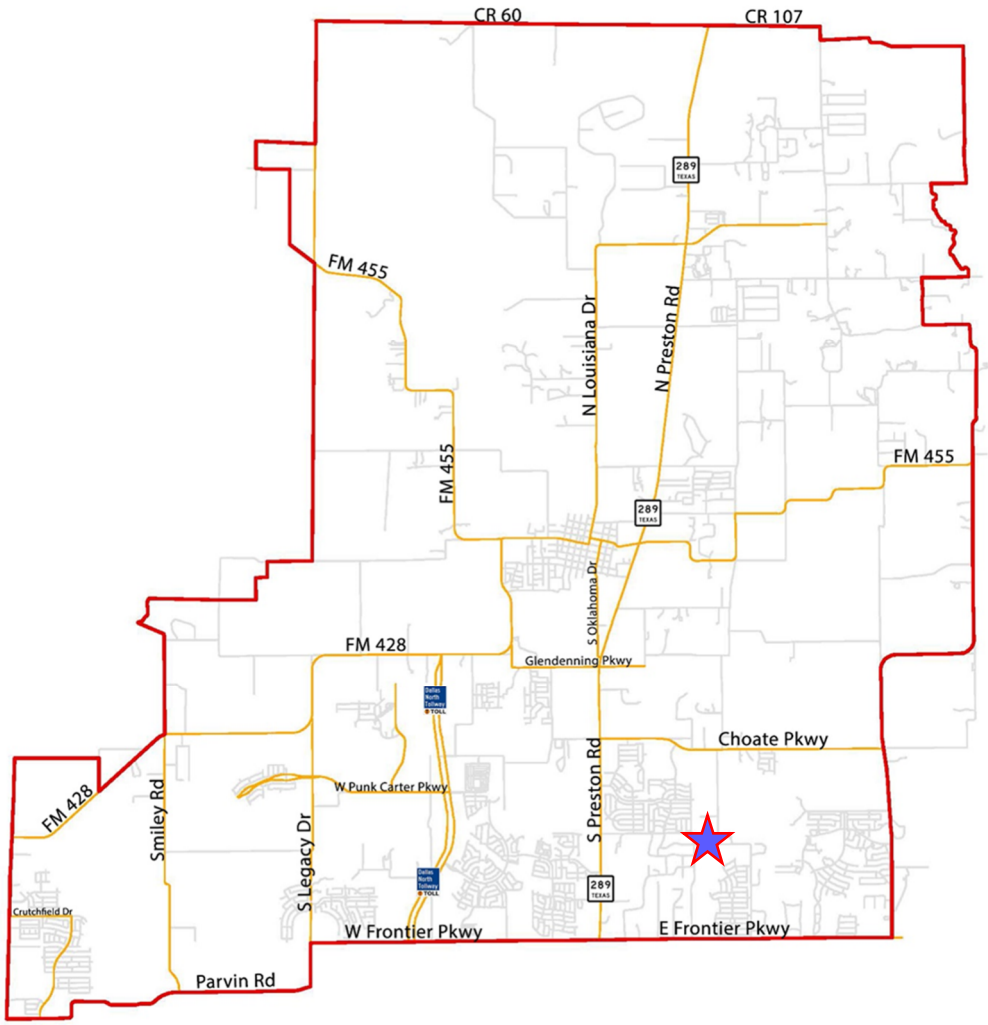
10/2025 – Council Approval (pending)

11/2025 – Ground breaking

11/2026 – Substantial completion

QUESTIONS?

LOCATION MAP



95% GMP ESTIMATE SUMMARY

Project: Celina Fire Station No. 4
Date: September 22, 2025

BID PACKAGE	DESCRIPTION	# BIDS	SITE	3.04 $/Acre	BUILDING	15,946 $/SF	TOTAL	15,946 $/SF	%
01A	General Requirements		$ 110,460	$ 36,383	$ 205,140	$ 12.86	$ 315,600	$ 19.79	2.76%
01C	Construction Materials Testing (CMT)		BY OWNER	$ -	BY OWNER	$ -	BY OWNER	$ -	0.00%
02A	Demolition	1	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
31A	Earthwork	8	$ 401,681	$ 132,305	$ 94,345	$ 5.92	$ 496,026	$ 31.11	4.34%
31B	Erosion Control	4	$ 11,540	$ 3,801	$ -	$ -	$ 11,540	$ 0.72	0.10%
31C	Termite Treatment	2	$ -	$ -	$ 2,100	$ 0.13	$ 2,100	$ 0.13	0.02%
32A	Landscaping & Irrigation	17	$ 164,307	$ 54,119	$ -	$ -	$ 164,307	$ 10.30	1.44%
32E	Pavement Markings	3	$ 3,190	$ 1,051	$ -	$ -	$ 3,190	$ 0.20	0.03%
32F	Fencing **ALTERNATE #2**	10	$ 153,965	$ -	$ -	$ -	$ 153,965	$ 9.66	1.35%
32RW	Retaining Walls	0	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
33A	Site Utilities	6	$ 862,995	$ 284,252	$ -	$ -	$ 862,995	$ 54.12	7.56%
33B	Franchise Utilities		BY OWNER	$ -	$ -	$ -	BY OWNER	$ -	0.00%
03A	Cast-in-Place Concrete	9	$ 511,000	$ 168,313	$ 683,537	$ 42.87	$ 1,194,537	$ 74.91	10.46%
03B	Concrete Staining & Polishing	10	$ -	$ -	$ 55,628	$ 3.49	$ 55,628	$ 3.49	0.49%
04A	Masonry	9	$ -	$ -	$ 877,710	$ 55.04	$ 877,710	$ 55.04	7.69%
05A	Structural & Miscellaneous Steel	11	$ 19,704	$ 6,490	$ 867,696	$ 54.41	$ 887,400	$ 55.65	7.77%
06A	Woods and Plastics	11	$ -	$ -	$ 176,858	$ 11.09	$ 176,858	$ 11.09	1.55%
07A	Roofing & Metal Panels	17	$ -	$ -	$ 312,643	$ 19.61	$ 312,643	$ 19.61	2.74%
07B	Waterproofing	5	$ 10,200	$ 3,360	$ 119,238	$ 7.48	$ 129,438	$ 8.12	1.13%
07C	Spray Foam	5	$ -	$ -	$ 14,608	$ 0.92	$ 14,608	$ 0.92	0.13%
07D	Metal Panels	5	$ -	$ -	w/ 07A	$ -	w/ 07A	$ -	0.00%
08A	Doors & Hardware	7	$ -	$ -	$ 218,851	$ 13.72	$ 218,851	$ 13.72	1.92%
08B	Glass & Glazing	6	$ -	$ -	$ 88,500	$ 5.55	$ 88,500	$ 5.55	0.78%
08C	Overhead Doors	7	$ -	$ -	$ 267,717	$ 16.79	$ 267,717	$ 16.79	2.35%
09A	Drywall & Acoustical	5	$ -	$ -	$ 294,744	$ 18.48	$ 294,744	$ 18.48	2.58%
09B	Flooring & Tile	7	$ -	$ -	$ 92,820	$ 5.82	$ 92,820	$ 5.82	0.81%
09D	Painting	4	$ -	$ -	$ 95,858	$ 6.01	$ 95,858	$ 6.01	0.84%
10A	Specialties	9	$ -	$ -	$ 52,955	$ 3.32	$ 52,955	$ 3.32	0.46%
10B	Signage	12	$ -	$ -	$ 67,300	$ 4.22	$ 67,300	$ 4.22	0.59%
10C	Pre-Fabricated Canopies	0	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
10E	Lockers	3	$ -	$ -	$ 55,673	$ 3.49	$ 55,673	$ 3.49	0.49%
11A	Equipment	2	$ -	$ -	$ 190,267	$ 11.93	$ 190,267	$ 11.93	1.67%
12A	Furnishings	5	$ -	$ -	$ 4,093	$ 0.26	$ 4,093	$ 0.26	0.04%
13A	Special Construction	0	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
14A	Elevators	0	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
21A	Fire Protection	6	$ -	$ -	$ 57,765	$ 3.62	$ 57,765	$ 3.62	0.51%
22A	Plumbing	5	$ -	$ -	$ 864,450	$ 54.21	$ 864,450	$ 54.21	7.57%
23A	HVAC	10	$ -	$ -	$ 395,774	$ 24.82	$ 395,774	$ 24.82	3.47%
26A	Electrical	7	$ -	$ -	$ 1,076,368	$ 67.50	$ 1,076,368	$ 67.50	9.43%
27A	Communications - ***FORTE***	9	$ -	$ -	$ 113,768	$ 7.13	$ 113,768	$ 7.13	1.00%
27B	Audio/Visual - ***FORTE***	0	$ -	$ -	$ 48,959	$ 3.07	$ 48,959	$ 3.07	0.43%
28A	Fire Alarm	5	$ -	$ -	$ 37,589	$ 2.36	$ 37,589	$ 2.36	0.33%
28B	Security	2	$ -	$ -	$ 24,063	$ 1.51	$ 24,063	$ 1.51	0.21%
28C	Access Controls	3	$ -	$ -	$ 53,381	$ 3.35	$ 53,381	$ 3.35	0.47%
28D	Dispatch Alerting System (USDD) **ALLOWANCE**	0	$ -	$ -	$ 165,000	$ 10.35	$ 165,000	$ 10.35	1.45%
28E	Emergency Responder Radio System	1	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	SUBTOTAL DIRECT COST OF WORK	**247**	**$ 2,249,042**	**$ 740,786**	**$ 7,675,400**	**$ 481.34**	**$ 9,924,442**	**$ 622.38**	**86.93%**
	Design/Estimating Contingency		$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	Inflation/Escalation Contingency		$ -	$ -	$ -	$ -	$ -	$ -	0.00%
	Construction Contingency		$ 53,061	$ 17,477	$ 175,265	$ 10.99	$ 228,326	$ 14.32	2.00%
	Owner's Contingency		$ 79,592	$ 26,216	$ 262,897	$ 16.49	$ 342,489	$ 21.48	3.00%
	Plan Review & Permit Fees		BY OWNER	$ -	BY OWNER	$ -	BY OWNER	$ -	0.00%
	Impact / Tap Fees		BY OWNER	$ -	BY OWNER	$ -	BY OWNER	$ -	0.00%
	Payment & Performance Bond		$ 19,898	$ 6,554	$ 65,724	$ 4.12	$ 85,622	$ 5.37	0.75%
	Maintenance Bond		$ 1,592	$ 524	$ 5,258	$ 0.33	$ 6,850	$ 0.43	0.06%
	General Liability Insurance		$ 9,286	$ 3,059	$ 30,671	$ 1.92	$ 39,957	$ 2.51	0.35%
	Builder's Risk Insurance		$ 3,184	$ 1,049	$ 10,516	$ 0.66	$ 13,700	$ 0.86	0.12%
	General Conditions		$ 166,077	$ 54,702	$ 308,430	$ 19.34	$ 474,507	$ 29.76	4.16%
	Preconstruction Phase Fee		$ 5,000	$ 1,647	$ 10,000	$ 0.63	$ 15,000	$ 0.94	0.13%
	Construction Phase Fee		$ 66,326	$ 21,847	$ 219,081	$ 13.74	$ 285,407	$ 17.90	2.50%
	TOTAL		**$ 2,653,058**	**$ 873,861**	**$ 8,763,242**	**$ 549.56**	**$ 11,416,300**	**$ 715.94 /SF**	

CROSSLAND
CONSTRUCTION COMPANY, INC.
731 Industry Way, Suite 100
Prosper, Texas 75078
tel 972.347.5659
fax 972.347.5684

September 25, 2025

Ms. Kimberly Brawner, Assistant City Manager
City of Celina
142 N. Ohio St.
Celina, TX 75009

RE: Celina Fire Station #4
Exhibit - Guaranteed Maximum Price Clarifications

Dear Ms. Brawner:

Crossland Construction Company, Inc. ("**CROSSLAND**") is pleased to submit our Guaranteed Maximum Price ("GMP") Proposal for Celina Fire Station #4 ("Project") located in Celina, TX.

This proposal is based on the Construction Manager at Risk Contract between the City of Celina("Owner") and **CROSSLAND** ("CMAR") and the Construction Documents issued by Conduit Architecture + Design, LLC, and their Consultants ("Architect").

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,

Rocky Hussman
Division Manager
Rhussman@crossland.com

1 Proposal Summary

Executive Summary

This Guaranteed Maximum Price ("GMP") Proposal is based upon the Construction Documents prepared by Conduit Architecture and their Consultants as detailed in the Estimate Proposal.

Further project scope definition has been developed by CROSSLAND, and various qualifications that are included in this proposal.

From this data, we hereby propose a Guaranteed Maximum Price of **ELEVEN MILLION FOUR-HUNDRED SIXTEEN THOUSAND THREE HUNDRED DOLLARS ($11,416,300.00)**. See enclosed Guaranteed Maximum Price Summary for a detailed cost breakdown of which the GMP amount is based.

We have developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project.

▪ Submit GMP	September 29th, 2025
▪ Council Approval of GMP	October 14th, 2025
▪ Notice to Proceed ("NTP")	October 15th, 2025
▪ Site Mobilization	November 3rd, 2025
▪ Substantial Completion	January 26th, 2027
▪ Final Construction Completion	March 11th, 2027

CROSSLAND recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

2 Basis of Proposal

Introduction

This section of Guaranteed Maximum Price (GMP) Proposal describes clarifications, qualifications, assumptions, and exclusions from which our proposal is based.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP Proposal to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any modifications to the following clarifications, qualifications, assumptions, and exclusions may result in a change to GMP and/or the Project Schedule.

Cost Basis of GMP

Changes or revisions that may result in a modification to the Contract Sum and/or Contract Time will be processed as defined in the Owner-CMAR Agreement. As such, the Owner must carefully review all the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

Permits and Fees

1. GMP **excludes** Plan Review and Permit Fees.
2. Impact and/or Tap Fees for water and sanitary sewer are **excluded**.

Bonds and Insurance

1. **Payment and Performance Bonds** for CROSSLAND are included in the GMP at a rate of 0.75%.
2. **Maintenance Bonds** for CROSSLAND are included in the GMP at a rate of 0.06%.
3. GMP includes following insurance coverages and rates:

General Liability Insurance	0.35%
Builder's Risk Insurance	0.15%

Contingency

GMP includes the following Contingencies:

A.	Construction Contingency	$228,262
B.	Owner's Contingency	$342,394
C.	Escalation Contingency	**EXCLUDED**

1. The **Construction Contingency** shall be available for the exclusive use of **CROSSLAND** with approval by the Owner to provide funds to address items such as, by way of example: (1) estimating, coordination and/or procurement errors and/or omissions, (2) overtime and other costs of accelerating and/or recovering for time lost related to the Work (which are not otherwise the basis of entitlement to a Change Order), (3) interfacing omissions between and from the various categories of work, (4) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to execution of a written subcontract, (5) cost increases due to unanticipated local labor conditions, selective overtime, or the like. **Construction Contingency** is **NOT** intended to provide for costs associated with Owner initiated changes, design changes, design intent, unknown, unforeseen, concealed, or unrevealed physical conditions, force majeure events (ie. escalation) or other items for which **CROSSLAND** may be entitled to a Change Order in accordance with the Agreement. The **Construction Contingency** shall be increased by any savings as a result of the buyout process.
2. **Owner Contingency** has been included in the GMP Proposal to address issues such as enlarging the size of the project, level of service of the components, modifications or acceleration of project schedule, additional quality to project components not currently reflected in the Drawings or Specifications and material and/or equipment cost escalation.
3. Due to the ongoing escalation in materials prices, if during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the GMP shall be equitably adjusted by an amount reasonably necessary to cover the price increase, to the extent not covered by Owner Contingency funds specifically designated for materials escalation costs and included in the GMP. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

3 Clarifications, Assumptions and Exclusions

General Clarifications

1. The only price guarantee within this GMP is that of the proposed Total GMP amount. There are no individual line item guarantees within the GMP. Individual line-item savings (i.e. Buyout Savings) within the GMP shall be reallocated to the Construction Contingency for **CROSSLAND's** use throughout the Construction Phase of the project.
2. GMP **excludes** Sales Tax on materials incorporated into the real property in accordance with the Agreement.
3. GMP includes the **Construction Manager's Fee** at a rate of 2.50%.
4. Public Agency reviews or approvals and associated fees are **excluded** from the GMP.
5. 3rd party and agency testing and inspection services are **excluded** from the GMP.
6. Any rates, multipliers, etc…included in the GMP shall be billed as a fixed sum and shall be auditable for proper allocation but not composition.
7. The Notice to Proceed ("NTP") for commencement of construction shall not be effective until all of the following conditions have been met:
    a) Execution of the GMP Amendment
    b) Proof of Insurance
    c) Payment and Performance Bonds have been properly recorded
    d) Issuance of required Permits
    e) Issuance of "For Construction" Documents
    f) Signed NOI for a TCEQ Permit

Package Specific Clarifications, Qualifications, Assumptions & Exclusions

The following definition represents the basis of our estimate and serves as the Proposal for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following clarifications, qualifications, assumptions, and exclusions represent the basis of our Proposal.

01A – General Requirements

1. GMP **excludes** Cost and/or Resource Loading of the Construction Schedule.
2. In establishing the price for the Proposal, CROSSLAND understands that reasonable substitutions may be made to specified materials except where otherwise noted. Substitution Requests shall be submitted and approved in accordance with the Contract Documents.

01C – Construction Materials Testing (CMT)

1. GMP **excludes** Construction Materials Testing.

02A – Demolition

1. N/A.

31A – Earthwork

1. GMP includes 8” of lime stabilization at 7% over 6’ of moisture conditioned soil at the Building Pad.
2. GMP includes 6” of lime stabilization at 7% at fire lane paving.
3. GMP **excludes** export of spoils offsite.
4. GMP **excludes** handling or removal of any trash, hazardous, contaminated, or unsuitable debris. It is assumed that all onsite materials will be suitable for embankment.
5. GMP assumes Coit Road Expansion Contractor to remove all existing spoils from project site to allow for the completion of this scope of work. Coit Road Expansion contractor to leave site at +/-.10’ of finished grade shown on grading plan in of this project.

31B – Erosion Control

1. No Comments.

31C – Termite Treatment

1. No Comments.

32A – Landscaping & Irrigation

1. GMP **excludes** importing Topsoil.
2. GMP **excludes** booster pump.
3. GMP **excludes** landscape maintenance after final acceptance.
4. GMP **excludes** temp irrigation at spoils pile location.

32E – Pavement Markings

1. No Comments.

32F – Fencing

1. GMP includes 8' Tall Ameristar Montage II "Classic" 2-Rail Ornamental Fence System.
2. GMP includes Ameristar 8' Tall x 28' Wide Automatic Double Passport Gate with All-O-Matic SL-150 DC PRO Gate Operating System with APS-1000 Battery Backup System.

32RW – Retaining Walls

1. N/A.

33A – Site Utilities

1. N/A.

33B – Franchise Utilities

1. GMP **excludes** all Franchise Utilities.

03A – Cast-In-Place Concrete

1. GMP **excludes** casing of drilled piers.
2. GMP includes piers going to 20' to bearing stratum.

03B – Concrete Staining & Polishing

1. GMP includes Class C – Level 4 polished concrete and sealed concrete.

04A – Masonry

1. E-ST1 Exterior Stone is called out as 24"x48"x1", however, it cannot be adhered as it does not meet ASTM. The maximum dimension allowed is 36".

05A – Structural & Miscellaneous Steel

1. No Comments.

06A – Woods and Plastics

1. GMP includes white melamine on MDP interior with Plastic Laminated exterior.
2. GMP **excludes** AWI certification but will meet or exceed all AWI standards.

07A – Roofing

1. GMP includes the TPO roofing System as follows:
    a. 60 mil TPO mechanically fastened
    b. 5/8" Densedeck coverboard mechanically fastened
    c. 2 layers of 2.6" polyisocyanurate loose laid insulation (R-30ci)
    d. Contractor 2-year Material & Workmanship Warranty
    e. Manufacturer 15year No Dollar Limit Warranty
2. GMP includes the Metal Roof System as follows:
    a. 24-Gauge Petersen Pack-Clad 16" Snap-Clad in Black Finish
    b. 5/8" Exterior Grade Plywood mechanically fastened
    c. Polyglass Polystick MTS High Temperature Underlayment
    d. Contractor 2-year Workmanship Warranty

07B – Waterproofing

1. No Comments.

07C – Spray Foam Insulation

1. GMP includes closed-cell foam to the underside of the metal roof deck per wall sections A6.03 through A6.07 and per details on A6.10 through A6.12 and A6.14.
2. GMP excludes any application of any 5-minute Ignition Barrier or 15-minute Thermal Barrier.

07D – Metal Panels

1. GMP includes .032 Aluminum Petersen Pack-Clad Pac-850 Soffit Panels in Tan Timber finish.

08A – Doors & Hardware

1. GMP includes Steelcraft Paladin Series Tornado Doors as the ICC 500 assemblies at openings 149A and 149B.

08B – Glass & Glazing

1. GMP includes TKK YES 45TU 2”x4.5” center set storefront with either red power coated or black anodized finish.
2. GMP includes the glazing as 1” Guardian SNX51/23 Clear/Clear.
3. GMP includes medium stile thermal doors with 10” bottom and mid rails with custom door hardware.
4. GMP includes an **Allowance of $10,000** to provide and install the Stained-Glass Window Type B on detail 6/A8.01.

08C – Overhead Doors

1. GMP Includes (3) “Four Fold” Doors by Door Engineering
2. GMP Includes (3) Clopay 14’x14’ Overhead Sectional Doors
3. GMP Includes Door Opening #135A as a manually operated 8’x8’ Clopay Full View Glazed with Clear Tempered Glass Overhead Door.

09A – Drywall & Acoustical

1. GMP **excludes** additional costs associated with any CFMF Delegated Design
2. GMP includes R-19 Thermal unfaced insulation at exterior walls, and R11 & R19 unfaced insulation at interior walls.
3. GMP Includes Armstrong Dune #1774 Ceiling Tile

09B – Flooring & Tile

1. GMP Excludes moisture mitigation prior to the installation of flooring.

09D – Painting

1. No Comments.

10A – Miscellaneous Specialties

1. GMP includes AED Cabinet, but **excludes** actual AED
2. GMP includes 10 lb Fire Extinguishers and associated recessed cabinets
3. GMP **excludes** type G frameless mirrors.
4. GMP includes (3) 30’ Concord Flag Poles
5. GMP includes (26) CG-1 Stainless Steel Corner Guards, and (2) WG-1 Stainless Steel Wall End Guards.

10B – Signage

1. GMP Includes same signage design/layout used at Celina Fire Station 3, at all interior room signage.

2. GMP includes backlight signage only at the upper App Bay Numbering on the north Façade, and the enlarged number “4”, located at north façade. GMP excludes all other back lite signage.

10C – Prefabricated Canopies

1. No Comments.

10E – Lockers

1. GMP includes Gear Grid Lockers in Bunker Room.

11A – Equipment

1. GMP Includes the below Equipment:
    a. F-02 Compact Refrigerator
    b. F-03 Nugget Ice Machine with Bin
    c. F-09 SpeedQueen Washer
    d. F-10 SpeedQueen Dryer
    e. F-11 Coffee Maker
    f. F-12 Nugget Ice Machine – Undercounter
    g. F-13 Dishwasher
    h. F-14 Gas Range with griddle & Residential Vent hood
    i. F-15 Microwave
    j. F-17 French Door Refrigerator
    k. F-18 Webber Grill
    l. F-23 Stainless Steel Shelf, Uline 36”x12”x12”
    m. F-24 Cord Reel Reelcraft HD76075
    n. F-25 Hose Reel, Hanna 7520-25-26
    o. F-26 Vehicle Wash and Pump
    p. F-27 Gear Drying Cabinet
    q. F-28 Washer/Extractor
    r. F-34 Hose Storage and Rack, Groves HC-96-3T
    s. F-35 Breathing Air Tank Storage
    t. F-36 Breathing Air Charge Station, Baur CF115-3S
    u. F-37 Tank Storage Rack
    v. F-38 SCBA Compressor Cabinet
    w. F-40 HAZMAT Cabinet
2. GMP **Excludes**:
    a. F-07 TV
    b. F-20 Radio System Charging Station
    c. F-21 Computer Station
    d. F-22 Copier
    e. F-29 Medical Vending
    f. F-33 Portable Air Compressor
    g. Fuel Island Tank

h. Fuel Island Control Equipment

12A – Window Treatments

1. GMP Includes (5) Manual Roller Shades – non blackout

21A – Fire Protection

1. GMP **excludes** dry system at outdoor patio area. GMP assumes that patio area can be covered through sidewall heads.
2. GMP includes 6" Fire Riser. GMP assumes that water pressure is adequate enough to support a 6" riser.

22A – Plumbing

1. GMP **excludes** underground Cast Iron Piping. All below grade piping to be PVC.
2. All above ground water line to be Type L Copper.
3. GMP **excludes** compressed air piping

23A – HVAC

1. GMP includes NEBB test and balancing.
2. GMP includes standalone thermostats for unit controls with associated low voltage wiring.
3. GMP **excludes** Climatec Controls
4. GMP includes 13 roof mounted condensing units.
5. GMP Includes (2) Airhawk Air Scrubbers
6. GMP Includes (2) infrared unit heaters in the app bay
7. Grease duct to be 16 Gauge welded black iron with 2 hour rated fire wrap

26A – Electrical

1. GMP includes secondary conduit as shown on MEP1.00. Primary Conduit to be installed by GCEC
2. GMP **excludes** pull boxes of any kind for power, or data.
3. GMP includes 300kw Diesel Emergency Generator.
4. GMP **excludes** filling of Diesel tank at final completion. Tank to only be filled enough to complete commissioning.
5. GMP includes lightening projection.
6. GMP includes **$25,000** allowance for Jellyfish Lighting
7. GMP Includes (2) – 2" PVC Conduits from Electrical Room to Fuel Island for Future Use. Power will be provided and final connections for power to be made to Owner provided Fuel Station Control Equipment.
8. GMP includes MC cables in walls and ceilings that are concealed. EMT Conduit to be used in exposed areas.

27A – Communication Cabling

1. Data Drop to be provided for Owner Provided Fuel Station Control Equipment.
2. GMP includes (1) 6”x4” wire basket tray
3. GMP Includes (3) 2-Post equipment racks with 6” vertical cable managers on each end, and 10” vertical cable managers between each rack. Also included is a 12” Horizontal ladder rack with associated hardware.
4. GMP includes (1) horizontal PDU in each equipment rack.
5. GMP Includes (4) 4” fire rated sleeves in MDF room for Cable Entry.
6. GMP includes Blue Plenum CAT6A Cabling.

27B – Audio-Visual

1. GMP includes (8) Bravia Displays with Micro-adjust Tilt Wall Mounts.

28A – Fire Alarm

1. No Comments.

28B – Security

1. GMP includes a Avigilon Video Surveillance

28C – Access Controls

1. GMP includes a Genea Access Control System

28D – Dispatch Alerting System

1. GMP includes an Allowance of $165,000 for the Dispatch Alerting System.

28E – Emergency Radio Communication System

1. GMP **excludes** an Emergency Responder Radio system.

Allowances

The following Allowances are included in GMP in accordance with the Contract Documents. These Allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

Upon final determination of the actual cost, the GMP Allowance shall be revised by replacing the Allowance amount with the actual cost of the item or scope. In the event the actual cost is less than the specified Allowance, the cost savings shall be reallocated to the Construction Contingency. In the event the actual cost exceeds that of the Allowance, such overrun shall be funded using the Contingency.

Lump Sum Allowances

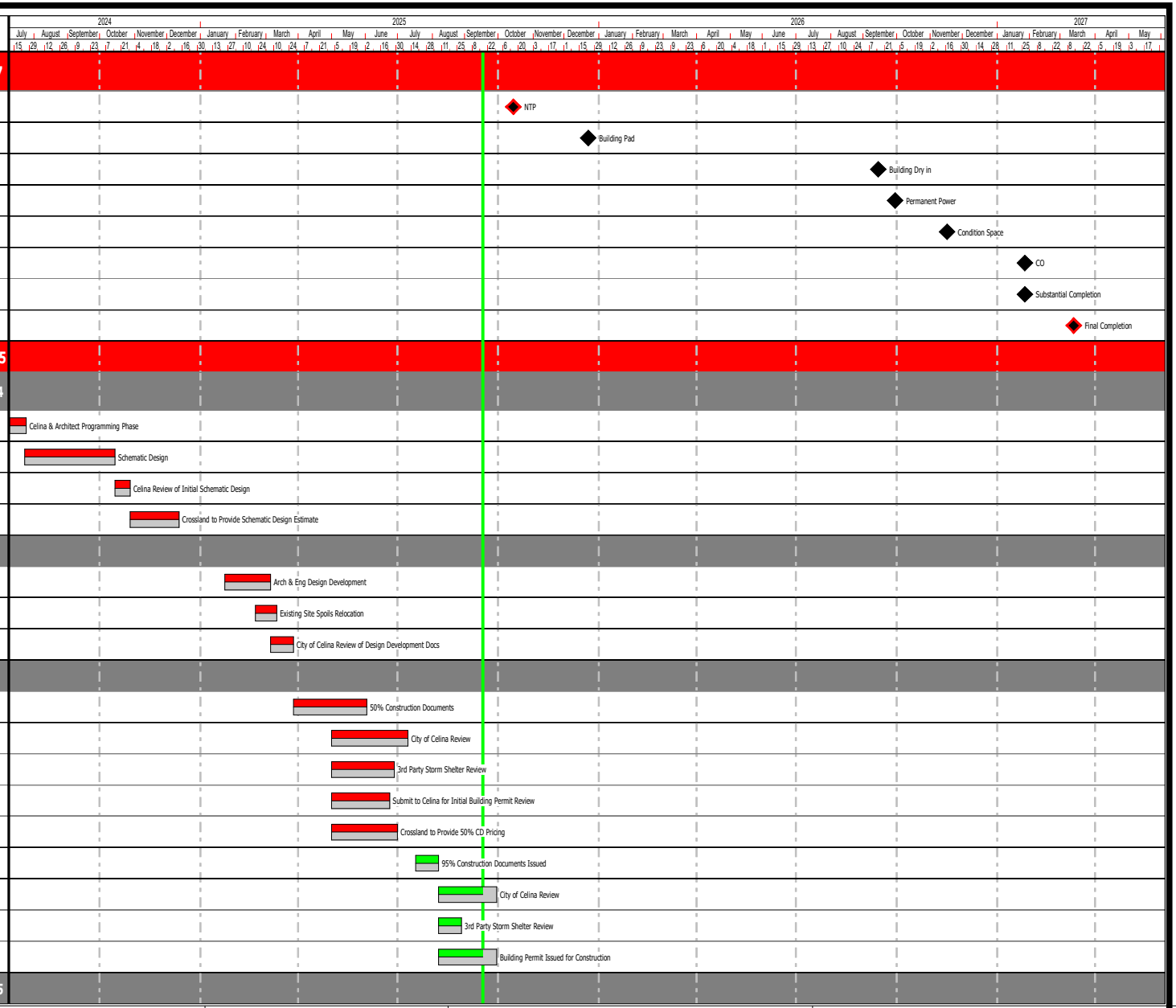
1. Stained Glass Window.....**$10,000**
2. Jellyfish Lighting.....**$25,000**
3. Dispatch Alerting System **$165,000**

Unit Prices

The following Unit Prices represent the direct cost only:

Haul-off Excess	ADD	$25.00/CY
Import Topsoil	ADD	$36.00/CY
Rock Excavation	ADD	$8.00/CY
Light Pole Bases	ADD	$2,500.00/EA
Pipe Bollards	ADD	$1,250.00/EA
Sod, Bermuda	ADD	$0.75/SF
Hydromulch, Bermuda	ADD	$0.50/SF
Temporary Irrigation	ADD	$1.25/SF
18” Drilled Straight Shaft Pier	ADD $75.00/LF	DEDUCT ($10/LF)
24” Drilled Straight Shaft Pier	ADD $85.00/LF	DEDUCT ($17/LF)
30” Drilled Straight Shaft Pier	ADD $130.00/LF	DEDUCT ($27.00/LF)
18” Temporary Casing	ADD	$75.00/LF
24” Temporary Casing	ADD	$85.00/LF
30” Temporary Casing	ADD	$95.00/LF

Line	Name	Original Duration	Start	Finish
	MAJOR MILESTONES		**10/15/2025**	**3/11/2027**
1	NTP		10/15/2025	10/15/2025
2	Building Pad		12/22/2025	12/22/2025
3	Building Dry in		9/14/2026	9/14/2026
4	Permanent Power		9/29/2026	9/29/2026
5	Condition Space		11/16/2026	11/16/2026
6	CO		1/26/2027	1/26/2027
7	Substantial Completion		1/26/2027	1/26/2027
8	Final Completion		3/11/2027	3/11/2027
	DESIGN & PRECONSTRUCTION		**7/10/2024**	**10/14/2025**
	PROGRAMMING & SCHEMATIC DESIGN		**7/10/2024**	**12/11/2024**
9	Celina & Architect Programming Phase		7/10/2024 A	7/24/2024 A
10	Schematic Design		7/24/2024 A	10/14/2024 A
11	Celina Review of Initial Schematic Design		10/15/2024 A	10/28/2024 A
12	Crossland to Provide Schematic Design Estimate		10/29/2024 A	12/11/2024 A
	DESIGN DEVELOPMENT		**1/23/2025**	**3/26/2025**
13	Arch & Eng Design Development		1/23/2025 A	3/5/2025 A
14	Existing Site Spoils Relocation		2/20/2025 A	3/11/2025 A
15	City of Celina Review of Design Development Docs		3/6/2025 A	3/26/2025 A
	CONTRACT DOCUMENTS		**3/27/2025**	**9/29/2025**
16	50% Construction Documents		3/27/2025 A	6/2/2025 A
17	City of Celina Review		5/1/2025 A	7/9/2025 A
18	3rd Party Storm Shelter Review		5/1/2025 A	6/26/2025 A
19	Submit to Celina for Initial Building Permit Review		5/1/2025 A	6/23/2025 A
20	Crossland to Provide 50% CD Pricing		5/1/2025 A	6/30/2025 A
21	95% Construction Documents Issued		7/17/2025 A	8/6/2025 A
22	City of Celina Review		8/7/2025 A	9/29/2025
23	3rd Party Storm Shelter Review		8/7/2025 A	8/27/2025 A
24	Building Permit Issued for Construction		8/7/2025 A	9/29/2025
	GMP		**8/6/2025**	**10/14/2025**



CROSSLAND CONSTRUCTION COMPANY, INC.

Celina Fire Station No. 4 Overall Schedule

Job #: Job Number

Start Date: 7/10/2024
Finish Date: 3/11/2027

Print Date: 9/17/2025 4:44:18 PM
Update as of:: 9/17/2025

City of Celina

View: 6. Print View

Filter: No Summary Tasks

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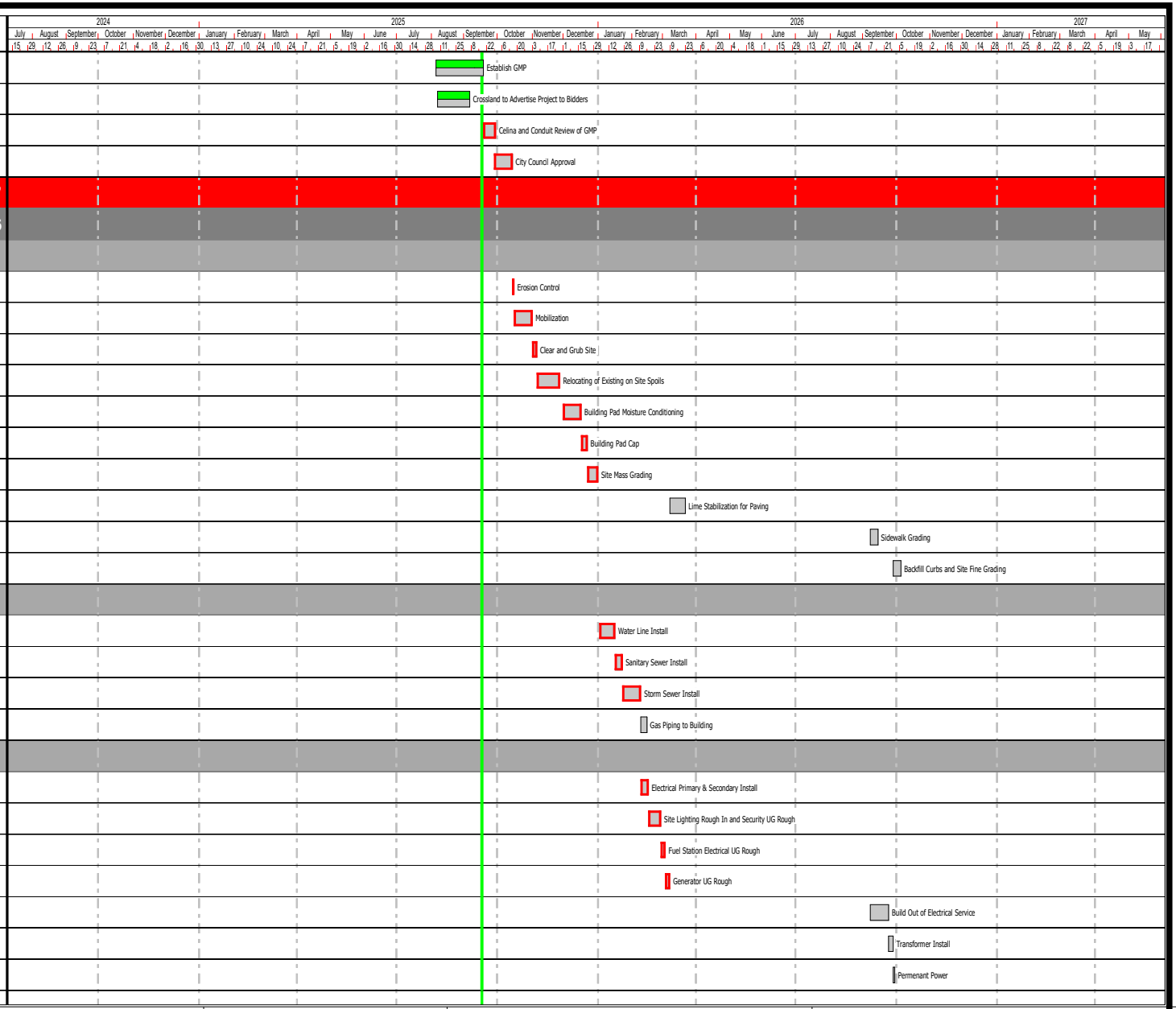
Line	Name	Original Duration	Start	Finish
25	Establish GMP		8/6/2025 A	9/17/2025 A
26	Crossland to Advertise Project to Bidders		8/7/2025 A	9/4/2025 A
27	Celina and Conduit Review of GMP		9/18/2025	9/29/2025
28	City Council Approval		9/29/2025	10/14/2025
	CONSTRUCTION		**10/15/2025**	**1/22/2027**
	SITE WORK		**10/15/2025**	**11/12/2026**
	Earthwork		**10/15/2025**	**10/5/2026**
29	Erosion Control		10/15/2025	10/15/2025
30	Mobilization		10/16/2025	10/31/2025
31	Clear and Grub Site		11/3/2025	11/5/2025
32	Relocating of Existing on Site Spoils		11/6/2025	11/26/2025
33	Building Pad Moisture Conditioning		12/1/2025	12/16/2025
34	Building Pad Cap		12/17/2025	12/22/2025
35	Site Mass Grading		12/23/2025	12/31/2025
36	Lime Stabilization for Paving		3/9/2026	3/20/2026
37	Sidewalk Grading		9/8/2026	9/14/2026
38	Backfill Curbs and Site Fine Grading		9/29/2026	10/5/2026
	Utilities		**1/2/2026**	**2/13/2026**
39	Water Line Install		1/2/2026	1/15/2026
40	Sanitary Sewer Install		1/16/2026	1/22/2026
41	Storm Sewer Install		1/23/2026	2/9/2026
42	Gas Piping to Building		2/10/2026	2/13/2026
	Site Electrical		**2/10/2026**	**11/4/2026**
43	Electrical Primary & Secondary Install		2/10/2026	2/16/2026
44	Site Lighting Rough In and Security UG Rough		2/17/2026	2/26/2026
45	Fuel Station Electrical UG Rough		2/27/2026	3/3/2026
46	Generator UG Rough		3/4/2026	3/6/2026
47	Build Out of Electrical Service		9/8/2026	9/23/2026
48	Transformer Install		9/24/2026	9/28/2026
49	Permenant Power		9/29/2026	9/29/2026



CROSSLAND CONSTRUCTION COMPANY, INC.

Celina Fire Station No. 4 Overall Schedule

Job #: Job Number

Start Date: 7/10/2024
Finish Date: 3/11/2027

Print Date: 9/17/2025 4:44:18 PM
Update as of:: 9/17/2025

City of Celina

View: 6. Print View

Filter: No Summary Tasks

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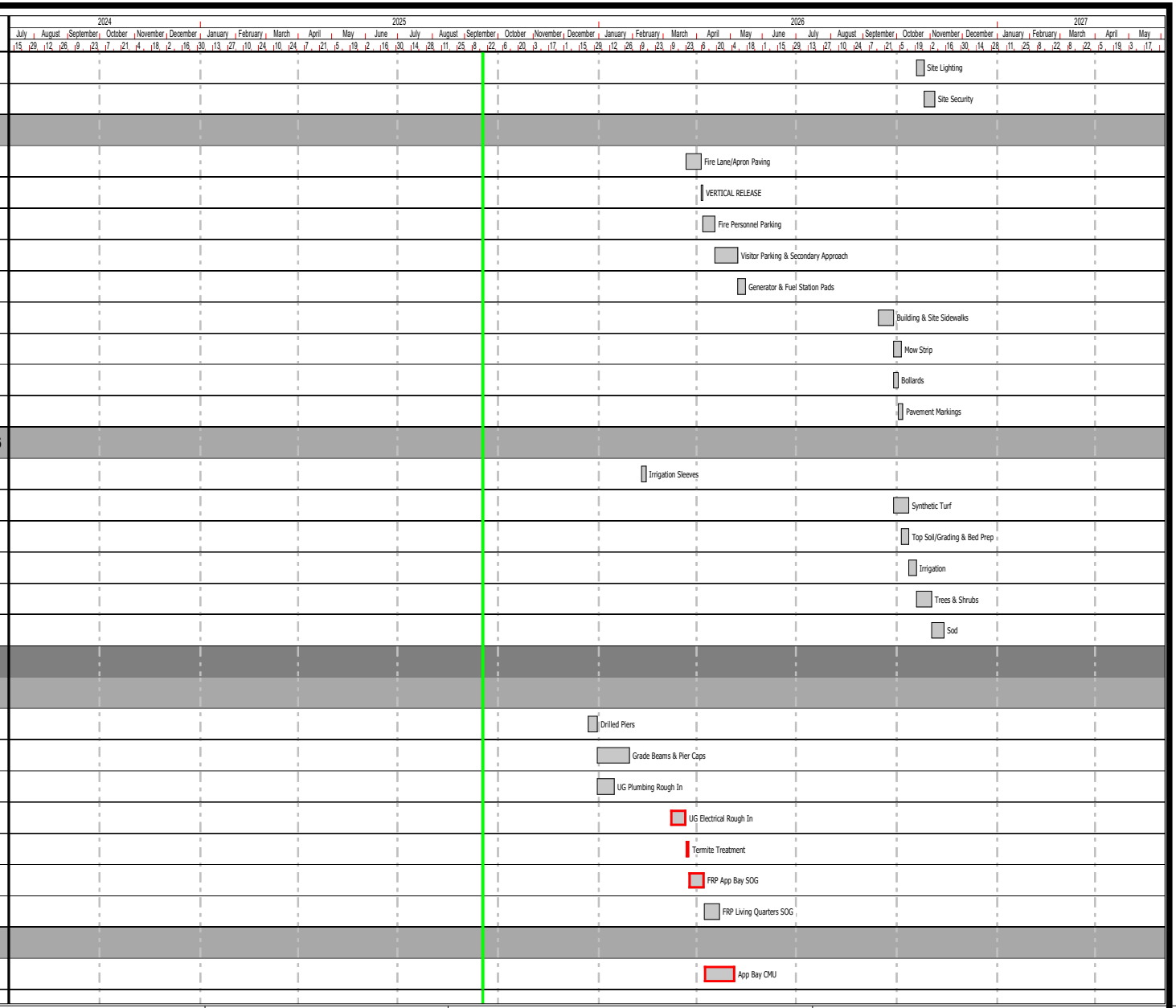
Line	Name	Original Duration	Start	Finish
50	Site Lighting		10/20/2026	10/26/2026
51	Site Security		10/27/2026	11/4/2026
	Paving		**3/23/2026**	**10/6/2026**
52	Fire Lane/Apron Paving		3/23/2026	4/3/2026
53	VERTICAL RELEASE		4/6/2026	4/6/2026
54	Fire Personnel Parking		4/7/2026	4/16/2026
55	Visitor Parking & Secondary Approach		4/17/2026	5/7/2026
56	Generator & Fuel Station Pads		5/8/2026	5/14/2026
57	Building & Site Sidewalks		9/15/2026	9/28/2026
58	Mow Strip		9/29/2026	10/5/2026
59	Bollards		9/29/2026	10/1/2026
60	Pavement Markings		10/2/2026	10/6/2026
	Landscape & Irrigation		**2/10/2026**	**11/12/2026**
61	Irrigation Sleeves		2/10/2026	2/12/2026
62	Synthetic Turf		9/29/2026	10/12/2026
63	Top Soil/Grading & Bed Prep		10/6/2026	10/12/2026
64	Irrigation		10/13/2026	10/19/2026
65	Trees & Shrubs		10/20/2026	11/2/2026
66	Sod		11/3/2026	11/12/2026
	BUILDING		**12/23/2025**	**1/22/2027**
	Foundation		**12/23/2025**	**4/21/2026**
67	Drilled Piers		12/23/2025	12/30/2025
68	Grade Beams & Pier Caps		12/31/2025	1/28/2026
69	UG Plumbing Rough In		12/31/2025	1/14/2026
70	UG Electrical Rough In		3/9/2026	3/20/2026
71	Termite Treatment		3/23/2026	3/24/2026
72	FRP App Bay SOG		3/25/2026	4/7/2026
73	FRP Living Quarters SOG		4/8/2026	4/21/2026
	Structure		**4/8/2026**	**6/25/2026**
74	App Bay CMU		4/8/2026	5/5/2026



CROSSLAND CONSTRUCTION COMPANY, INC.

Celina Fire Station No. 4 Overall Schedule

Job #: Job Number

Start Date: 7/10/2024
Finish Date: 3/11/2027

Print Date: 9/17/2025 4:44:18 PM
Update as of:: 9/17/2025

City of Celina

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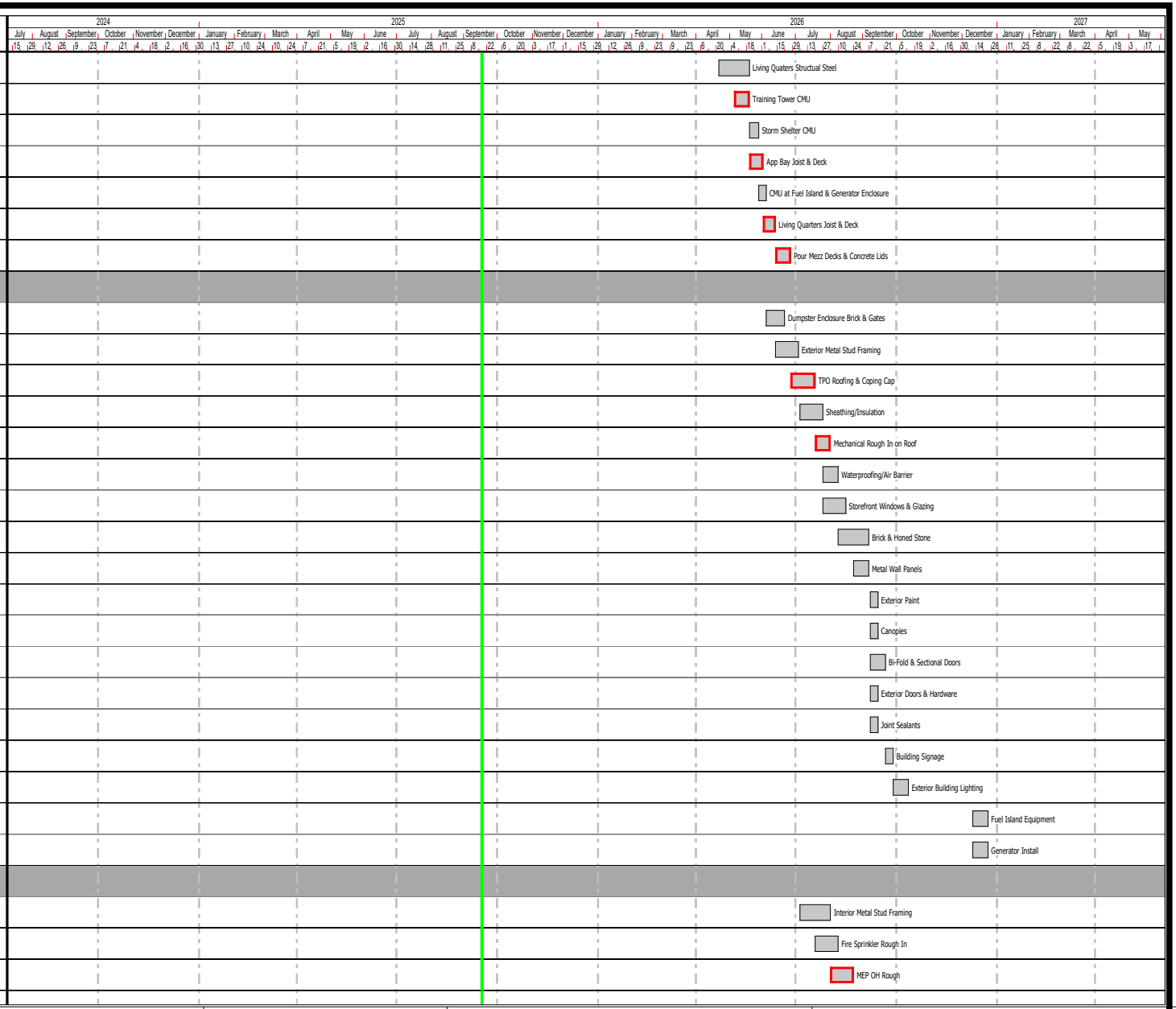
Line	Name	Original Duration	Start	Finish
75	Living Quaters Structual Steel		4/22/2026	5/19/2026
76	Training Tower CMU		5/6/2026	5/19/2026
77	Storm Shelter CMU		5/20/2026	5/27/2026
78	App Bay Joist & Deck		5/20/2026	6/1/2026
79	CMU at Fuel Island & Generator Enclosure		5/28/2026	6/3/2026
80	Living Quarters Joist & Deck		6/2/2026	6/11/2026
81	Pour Mezz Decks & Concrete Lids		6/12/2026	6/25/2026
	Exteriors		**6/4/2026**	**12/23/2026**
82	Dumpster Enclosure Brick & Gates		6/4/2026	6/19/2026
83	Exterior Metal Stud Framing		6/12/2026	7/2/2026
84	TPO Roofing & Coping Cap		6/26/2026	7/17/2026
85	Sheathing/Insulation		7/6/2026	7/24/2026
86	Mechanical Rough In on Roof		7/20/2026	7/31/2026
87	Waterproofing/Air Barrier		7/27/2026	8/7/2026
88	Storefront Windows & Glazing		7/27/2026	8/14/2026
89	Brick & Honed Stone		8/10/2026	9/4/2026
90	Metal Wall Panels		8/24/2026	9/4/2026
91	Exterior Paint		9/8/2026	9/14/2026
92	Canopies		9/8/2026	9/14/2026
93	Bi-Fold & Sectional Doors		9/8/2026	9/21/2026
94	Exterior Doors & Hardware		9/8/2026	9/14/2026
95	Joint Sealants		9/8/2026	9/14/2026
96	Building Signage		9/22/2026	9/28/2026
97	Exterior Building Lighting		9/29/2026	10/12/2026
98	Fuel Island Equipment		12/10/2026	12/23/2026
99	Generator Install		12/10/2026	12/23/2026
	Interiors		**7/6/2026**	**1/22/2027**
100	Interior Metal Stud Framing		7/6/2026	7/31/2026
101	Fire Sprinkler Rough In		7/20/2026	8/7/2026
102	MEP OH Rough		8/3/2026	8/21/2026



CROSSLAND CONSTRUCTION COMPANY, INC.

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City of Celina

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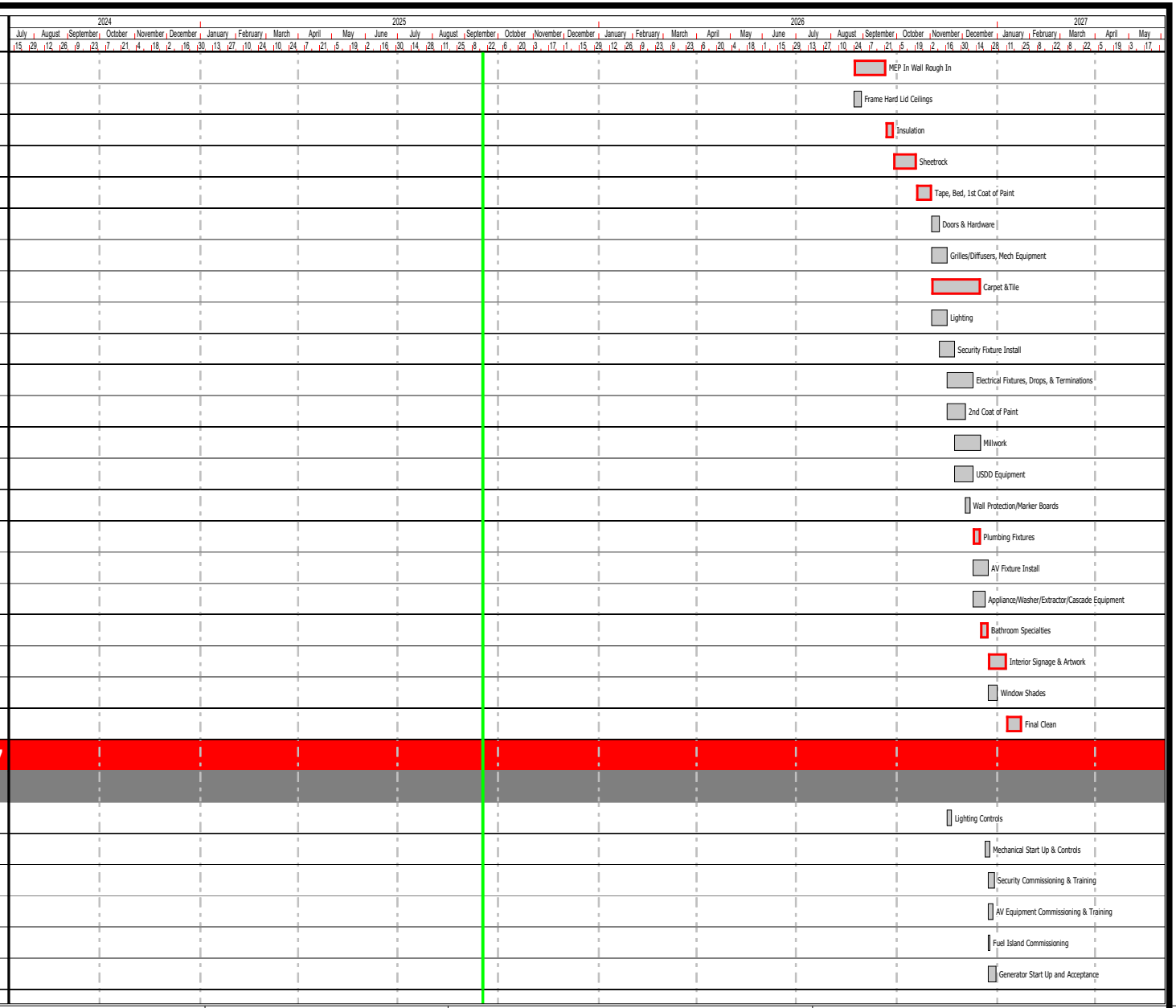
Line	Name	Original Duration	Start	Finish
103	MEP In Wall Rough In		8/24/2026	9/21/2026
104	Frame Hard Lid Ceilings		8/24/2026	8/28/2026
105	Insulation		9/22/2026	9/28/2026
106	Sheetrock		9/29/2026	10/19/2026
107	Tape, Bed, 1st Coat of Paint		10/20/2026	11/2/2026
108	Doors & Hardware		11/3/2026	11/9/2026
109	Grilles/Diffusers, Mech Equipment		11/3/2026	11/16/2026
110	Carpet &Tile		11/3/2026	12/16/2026
111	Lighting		11/3/2026	11/16/2026
112	Security Fixture Install		11/10/2026	11/23/2026
113	Electrical Fixtures, Drops, & Terminations		11/17/2026	12/9/2026
114	2nd Coat of Paint		11/17/2026	12/2/2026
115	Millwork		11/24/2026	12/16/2026
116	USDD Equipment		11/24/2026	12/9/2026
117	Wall Protection/Marker Boards		12/3/2026	12/7/2026
118	Plumbing Fixtures		12/10/2026	12/16/2026
119	AV Fixture Install		12/10/2026	12/23/2026
120	Appliance/Washer/Extractor/Cascade Equipment		12/10/2026	12/21/2026
121	Bathroom Specialties		12/17/2026	12/23/2026
122	Interior Signage & Artwork		12/24/2026	1/8/2027
123	Window Shades		12/24/2026	12/31/2026
124	Final Clean		1/11/2027	1/22/2027
	CLOSEOUT		**11/17/2026**	**3/11/2027**
	COMMISSIONING		**11/17/2026**	**1/4/2027**
125	Lighting Controls		11/17/2026	11/19/2026
126	Mechanical Start Up & Controls		12/22/2026	12/24/2026
127	Security Commissioning & Training		12/24/2026	12/29/2026
128	AV Equipment Commissioning & Training		12/24/2026	12/28/2026
129	Fuel Island Commissioning		12/24/2026	12/24/2026
130	Generator Start Up and Acceptance		12/24/2026	12/30/2026



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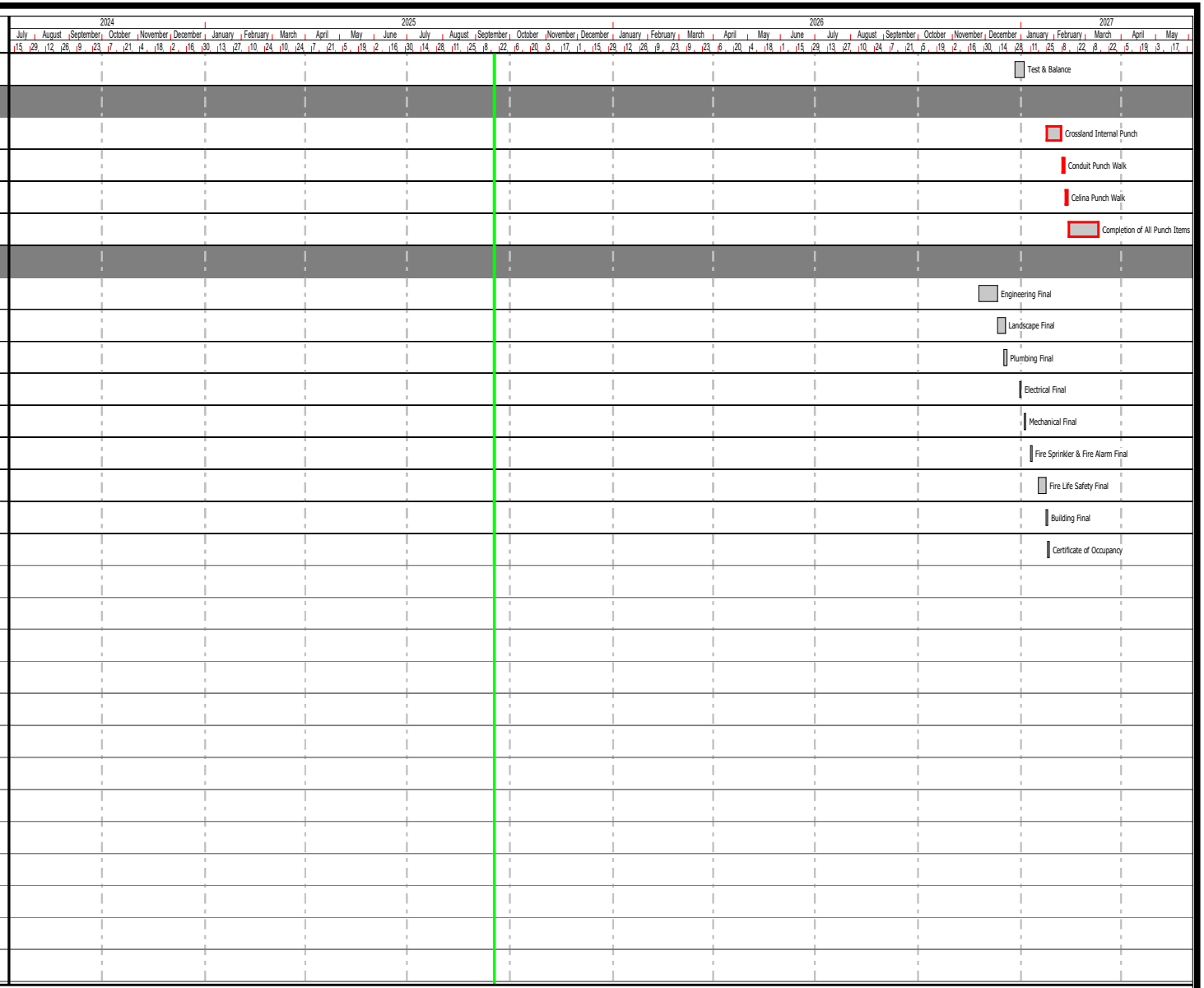
Line	Name	Original Duration	Start	Finish
131	Test & Balance		12/28/2026	1/4/2027
	PUNCHLIST		**1/25/2027**	**3/11/2027**
132	Crossland Internal Punch		1/25/2027	2/5/2027
133	Conduit Punch Walk		2/8/2027	2/9/2027
134	Celina Punch Walk		2/10/2027	2/11/2027
135	Completion of All Punch Items		2/12/2027	3/11/2027
	FINAL INSPECTIONS		**11/25/2026**	**1/26/2027**
136	Engineering Final		11/25/2026	12/10/2026
137	Landscape Final		12/11/2026	12/17/2026
138	Plumbing Final		12/17/2026	12/18/2026
139	Electrical Final		12/31/2026	12/31/2026
140	Mechanical Final		1/5/2027	1/5/2027
141	Fire Sprinkler & Fire Alarm Final		1/11/2027	1/11/2027
142	Fire Life Safety Final		1/18/2027	1/22/2027
143	Building Final		1/25/2027	1/25/2027
144	Certificate of Occupancy		1/26/2027	1/26/2027



Milestone Appearances
◇ Diamond

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DOCUMENTS LOG

Project:	**Celina Fire Station No. 4**
Owner:	City of Celina
Contractor:	Crossland Construction
Architect:	Conduit
	Latest Date Revision: **08.06.2025**

Sheet No.	Drawings	Issue Date	Design Development 03.05.2025	50% CDs 06.02.2025	95% CDs - GMP Set 08.06.2025	
GENERAL						
G0.00	COVER SHEET		03.05.2025	06.02.2025	08.06.2025	
G0.01	DRAWINGS INDEX & LOCATION INFO		03.05.2025	06.02.2025	08.06.2025	
G0.02	DRAWING INDEX CONTINUED		03.05.2025	06.02.2025	08.06.2025	
Civil						
COVER SHEET	COVER SHEET & INDEX OF DRAWINGS		03.05.2025	06.02.2025	08.06.2025	
C0-4	OVERALL SITE PLAN		03.05.2025	06.02.2025	08.06.2025	
C-05	DETAILED SITE PLAN		03.05.2025	06.02.2025	08.06.2025	
C1-1	DEMOLITION PLAN			06.02.2025	08.06.2025	
C2-1	DIMENSIONAL CONTROL & PAVING PLAN		03.05.2025	06.02.2025	08.06.2025	
C3-1	GRADING PLAN		03.05.2025	06.02.2025	08.06.2025	
C3-2	DETAILED GRADING PLAN			06.02.2025	08.06.2025	
C4-1	EXISTING DRAINAGE AREA MAP			06.02.2025	08.06.2025	
C4-2	PROPOSED DRAINAGE AREA MAP			06.02.2025	08.06.2025	
C4-3	DRAINAGE CALCULATIONS		03.05.2025	06.02.2025	08.06.2025	
C4-4	DRAINAGE CALCULATIONS			06.02.2025	08.06.2025	
C4-5	STORM SEWER PLAN			06.02.2025	08.06.2025	
C4-6	STORM SEWER PROFILES			06.02.2025	08.06.2025	
C4-7	STORM SEWER PROFILES			06.02.2025	08.06.2025	
C4-8	STORM SEWER PROFILES			06.02.2025	08.06.2025	
C4-9	DETENTION POND PLAN			06.02.2025	08.06.2025	
C5-1	WATER PLAN			06.02.2025	08.06.2025	
C5-2	WATER PROFILES			06.02.2025	08.06.2025	
C5-3	SANITARY SEWER PLAN			06.02.2025	08.06.2025	
C5-4	SANITARY SEWER PROFILE			06.02.2025	08.06.2025	
C6-1	EROSION CONTROL PLAN			06.02.2025	08.06.2025	
STA4	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA5	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA6	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA7	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA8	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA9	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
STA10	CITY STANDARD STREET DETAILS			06.02.2025	08.06.2025	
W1	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
W2	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
W3	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
W4	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
W5	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
W6	CITY STANDARD WATER DETAILS			06.02.2025	08.06.2025	
WW1	CITY STANDARD WASTEWATER DETAILS			06.02.2025	08.06.2025	
WW2	CITY STANDARD WASTEWATER DETAILS			06.02.2025	08.06.2025	
WW3	CITY STANDARD WASTEWATER DETAILS			06.02.2025	08.06.2025	
WW4	CITY STANDARD WASTEWATER DETAILS			06.02.2025	08.06.2025	
SD1	CITY STANDARD STORM DRAIN DETAILS			06.02.2025	08.06.2025	
SD2	CITY STANDARD STORM DRAIN DETAILS			06.02.2025	08.06.2025	
SD3	CITY STANDARD STORM DRAIN DETAILS			06.02.2025	08.06.2025	
SD5	CITY STANDARD STORM DRAIN DETAILS			06.02.2025	08.06.2025	
EC1	CITY STANDARD EROSION CONTROL DETAILS			06.02.2025	08.06.2025	
EC2	CITY STANDARD EROSION CONTROL DETAILS			06.02.2025	08.06.2025	
LANDSCAPE						
L0.00	SHEET INDEX		03.05.2025	06.02.2025	08.06.2025	
L1.01	GENERAL NOTES AND MATERIALS		03.05.2025	06.02.2025	08.06.2025	
L2.01	HARDSCAPE PLAN		03.05.2025	06.02.2025	08.06.2025	
L4.01	HARDSCAPE PLAN DETAILS		03.05.2025	06.02.2025	08.06.2025	
L4.02	HARDSCAPE PLAN DETAILS CONTINUED		03.05.2025	06.02.2025	08.06.2025	
L5.01	LANDSCAPE PLAN		03.05.2025	06.02.2025	08.06.2025	
L5.02	LANDSCAPE DETAILS		03.05.2025	06.02.2025	08.06.2025	
L5.03	LANDSCAPE DETAILS		03.05.2025			
L6.01	IRRIGATION PLAN				08.06.2025	
L6.02	IRRIGATION DETAILS				08.06.2025	
L6.03	IRRIGATION DETAILS				08.06.2025	
TP1	CITY STANDARD TREE PLANTING DETAILS				08.06.2025	
ARCHITECTURAL						
A0.02	GRAPHIC SYMBOLS & ABBREVIATIONS		03.05.2025	06.02.2025	08.06.2025	
A0.03	CODE ANALYSIS		03.05.2025	06.02.2025	08.06.2025	
A0.04A	LIFE SAFETY PLAN		03.05.2025	06.02.2025	08.06.2025	
A0.04b	LIFE SAFETY PLAN - MEZZANINE		03.05.2025	06.02.2025	08.06.2025	
A0.05	U.L. ASSEMBLY DESIGN SHEET			06.02.2025	08.06.2025	
A0.06	PARTITION TYPES & DETAILS			06.02.2025	08.06.2025	
A0.07	TAS STANDARDS		03.05.2025	06.02.2025	08.06.2025	
A0.08	TAS STANDARDS				08.06.2025	
A0.09	TAS STANDARDS				08.06.2025	
A0.10	TAS STANDARDS				08.06.2025	
A0.11	TAS STANDARDS				08.06.2025	
A0.12	TAS STANDARDS				08.06.2025	
A0.13	MOUNTING LOCATIONS				08.06.2025	
A0.14	ACCESSORY SCHEDULE		03.05.2025	06.02.2025	08.06.2025	
A0.15	ACCESSORY SCHEDULE		03.05.2025	06.02.2025		
A1.00	SITE PLAN		03.05.2025	06.02.2025	08.06.2025	
A1.01	SITE DETAILS		03.05.2025		08.06.2025	
A1.02	SITE DETAILS		03.05.2025		08.06.2025	
A1.03	SITE DETAILS			06.02.2025	08.06.2025	
A1.04	SITE DETAILS				08.06.2025	
A2.00	FLOOR PLAN		03.05.2025	06.02.2025	08.06.2025	
A2.01	FLOOR PLAN MEZZANINE		03.05.2025	06.02.2025	08.06.2025	

A2.02	ENLARGED FLOOR PLANS		03.05.2025	06.02.2025	08.06.2025	
A2.04	DIMENSIONAL CONTROL PLAN		03.05.2025	06.02.2025	08.06.2025	
A2.05	FINISH PLAN		03.05.2025	06.02.2025	08.06.2025	
A2.06	EQUIPMENT PLAN		03.05.2025	06.02.2025	08.06.2025	
A2.07	EQUIPMENT SCHEDULE		03.05.2025	06.02.2025	08.06.2025	
A2.08	FURNITURE PLAN - FOR REFERENCE ONLY		03.05.2025	06.02.2025	08.06.2025	
A2.09	STORM SHELTER		03.05.2025	06.02.2025	08.06.2025	
A2.10	STORM SHELTER		03.05.2025	06.02.2025	08.06.2025	
A2.11	STORM SHELTER		03.05.2025	06.02.2025	08.06.2025	
A2.12	STORM SHELTER			06.02.2025	08.06.2025	
A2.13	ENLARGED FLOOR PLANS - TRAINING TOWER				08.06.2025	
A2.14	ENLARGED FLOOR PLAN DETAILS				08.06.2025	
A2.15	ENLARGED PLAN DETAILS				08.06.2025	
A2.16	ENLARGED PLAN DETAILS				08.06.2025	
A2.17	ENLARGED PLAN DETAILS				08.06.2025	
A3.00	REFLECTED CEILING PLAN		03.05.2025	06.02.2025	08.06.2025	
A3.01	REFLECTED CEILING PLAN - MEZZANINE		03.05.2025	06.02.2025	08.06.2025	
A4.00	ROOF PLAN		03.05.2025	06.02.2025	08.06.2025	
A5.00	EXTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A5.01	EXTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A5.02	MASONRY CLARIFICATIONS			06.02.2025	08.06.2025	
A5.03	MASONRY CLARIFICATIONS			06.02.2025	08.06.2025	
A5.04	MASONRY CLARIFICATIONS			06.02.2025	08.06.2025	
A6.00	BUILDING SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.01	BUILDING SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.02	BUILDING SECTIONS - TRAINING TOWER		03.05.2025	06.02.2025	08.06.2025	
A6.03	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.04	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.05	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.06	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.07	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.08	WALL SECTIONS		03.05.2025	06.02.2025	08.06.2025	
A6.09	SECTION DETAILS			06.02.2025	08.06.2025	
A6.10	SECTION DETAILS			06.02.2025	08.06.2025	
A6.11	SECTION DETAILS			06.02.2025	08.06.2025	
A6.12	SECTION DETAILS			06.02.2025	08.06.2025	
A6.13	SECTION DETAILS			06.02.2025	08.06.2025	
A6.14	SECTION DETAILS			06.02.2025	08.06.2025	
A6.15	SECTION DETAILS				08.06.2025	
A6.16	MISCELLANOUS DETAILS				08.06.2025	
A6.17	MISCELLANOUS DETAILS				08.06.2025	
A7.00	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.01	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.02	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.03	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.04	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.05	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.06	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.07	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.08	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.09	INTERIOR ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
A7.10	MILLWORK DETAILS		03.05.2025	06.02.2025	08.06.2025	
A7.11	MILLWORK DETAILS		03.05.2025	06.02.2025	08.06.2025	
A7.12	MILLWORK DETAILS			06.02.2025	08.06.2025	
A7.13	MILLWORK DETAILS				08.06.2025	
A7.14	MILLWORK DETAILS				08.06.2025	
A8.00	DOOR SCHEDULE		03.05.2025	06.02.2025	08.06.2025	
A8.01	WINDOW SCHEDULE		03.05.2025	06.02.2025	08.06.2025	
A8.02	HEAD/JAMB/SILL DETAIL		03.05.2025	06.02.2025	08.06.2025	
A8.03	HEAD/JAMB/SILL DETAIL		03.05.2025	06.02.2025	08.06.2025	
A8.04	HEAD/JAMB/SILL DETAIL			06.02.2025	08.06.2025	
A8.05	HEAD/JAMB/SILL DETAIL				08.06.2025	
A8.06	FINISH SCHEDULE				08.06.2025	
A8.07	FINISH SCHEDULE				08.06.2025	
STRUCTURAL						
S0.01	STRUCTURAL NOTES		03.05.2025	06.02.2025	08.06.2025	
S0.02	STRUCTURAL NOTES		03.05.2025	06.02.2025	08.06.2025	
S0.03	STRUCTURAL ABBREVIATIONS & SYMBOLS LEGEND		03.05.2025	06.02.2025	08.06.2025	
S0.04	SPECIAL INSPECTIONS		03.05.2025	06.02.2025	08.06.2025	
S0.05	SPECIAL INSPECTIONS		03.05.2025	06.02.2025	08.06.2025	
S0.06	STORM SHELTER SPECIAL INSPECTIONS		03.05.2025	06.02.2025	08.06.2025	
S0.07	STORM SHELTER SPECIAL INSPECTIONS		03.05.2025	06.02.2025	08.06.2025	
S0.08	LOW ROOF WIND LOADING PLAN		03.05.2025	06.02.2025	08.06.2025	
S0.09	HIGH ROOF WIND LOADING PLAN		03.05.2025	06.02.2025	08.06.2025	
S0.10	HIGH ROOF WIND LOADING PLAN		03.05.2025			
S1.10	STRUCTURAL SITE PLAN			06.02.2025	08.06.2025	
S1.11	SITE FOUNDATION PLANS		03.05.2025	06.02.2025	08.06.2025	
S1.12	SITE FOUNDATION PLANS		03.05.2025		08.06.2025	
S2.00	FOUNDATION PLAN		03.05.2025	06.02.2025	08.06.2025	
S2.01	ENLARGED STORM SHELTER PLAN		03.05.2025	06.02.2025	08.06.2025	
S2.10	MEZZANINE FRAMING PLAN		03.05.2025	06.02.2025	08.06.2025	
S2.20	LOW ROOF FRAMING PLAN		03.05.2025	06.02.2025	08.06.2025	
S2.21	HIGH ROOF FRAMING PLAN		03.05.2025	06.02.2025	08.06.2025	
S2.22	TOWER FRAMING PLAN		03.05.2025	06.02.2025	08.06.2025	
S3.01	TYPICAL FOUNDATION DETAILS		03.05.2025	06.02.2025	08.06.2025	
S3.02	TYPICAL FOUNDATION DETAILS		03.05.2025	06.02.2025	08.06.2025	
S3.03	TYPICAL FOUNDATION DETAILS		03.05.2025	06.02.2025	08.06.2025	
S3.04	TYPICAL FOUNDATION DETAILS		03.05.2025	06.02.2025	08.06.2025	
S3.05	TYPICAL FOUNDATION DETAILS			06.02.2025	08.06.2025	

S4.01	TYPICAL MASONRY DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.02	TYPICAL MASONRY DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.03	TYPICAL MASONRY DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.04	TYPICAL MASONRY DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.11	STORM SHELTER SECTIONS & DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.12	STORM SHELTER SECTIONS & DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.13	STORM SHELTER SECTIONS & DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.14	STORM SHELTER SECTIONS & DETAILS		03.05.2025	06.02.2025	08.06.2025	
S4.15	STORM SHELTER WALL ELEVATIONS				08.06.2025	
S4.21	STORM SHELTER WALL ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
S4.22	FRAMING ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
S4.23	FRAMING ELEVATIONS				08.06.2025	
S5.01	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.02	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.03	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.04	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.05	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.06	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.07	TYPICAL STEEL DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.08	STEEL SECTIONS AND DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.09	STEEL SECTIONS AND DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.10	STEEL SECTIONS AND DETAILS				08.06.2025	
S5.11	TYPICAL STEEL BRACE DETAILS		03.05.2025	06.02.2025	08.06.2025	
S5.51	STEEL BRACE ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
MECHANICAL						
M0.00	MECHANICAL SYMBOLS & LEGEND		03.05.2025	06.02.2025	08.06.2025	
M2.01	FLOOR PLAN - FIRST FLOOR - MECHANICAL		03.05.2025	06.02.2025	08.06.2025	
M2.02	FLOOR PLAN - MEZZANINE - MECHANICAL		03.05.2025		08.06.2025	
M4.00	MECHANICAL DETAILS			06.02.2025	08.06.2025	
M6.00	MECHANICAL SCHEDULES		03.05.2025	06.02.2025	08.06.2025	
MEP						
MEP1.00	MEP SITE PLAN		03.05.2025	06.02.2025	08.06.2025	
MEP1.01	SITE PHOTOMETRICS			06.02.2025	08.06.2025	
MEP2.00	MEP ROOF PLAN		03.05.2025	06.02.2025	08.06.2025	
ELECTRICAL						
E0.00	ELECTRICAL SYMBOLS & LEGENDS		03.05.2025	06.02.2025	08.06.2025	
E2.01	FLOOR PLAN - FIRST FLOOR POWER		03.05.2025	06.02.2025	08.06.2025	
E2.02	FLOOR PLAN - MEZZANINE POWER		03.05.2025	06.02.2025	08.06.2025	
E2.03	FLOOR PLAN - MEZZANINE POWER - IT ROOM			06.02.2025		
E2.11	FLOOR PLAN FIRST FLOOR MECHANICAL POWER			06.02.2025	08.06.2025	
E2.12	FIRST FLOOR MEZZANINE - MECHANICAL POWER			06.02.2025	08.06.2025	
E2.13	FLOOR PLAN BAY ROOF PLATE - MECHANICAL POWER			06.02.2025	08.06.2025	
E3.01	REFLECTED CEILING PLAN - FIRST FLOOR - LIGHTING		03.05.2025	06.02.2025	08.06.2025	
E3.02	REFLECTED CEILING PLAN - MEZZANINE LIGHTING		03.05.2025	06.02.2025	08.06.2025	
E4.01	REFLECTED CEILING PLAN - FIRST FLOOR - FIRE ALARM		03.05.2025	06.02.2025	08.06.2025	
E4.02	REFLECTED CEILING PLAN - MEZZANINE - FIRE ALARM		03.05.2025	06.02.2025	08.06.2025	
E5.00	ELECTRICAL RISER DIAGRAM & DETAILS		03.05.2025	06.02.2025	08.06.2025	
E6.00	ELECTRICAL LIGHTING SCHEDULES & DETAILS		03.05.2025	06.02.2025	08.06.2025	
E7.00	ELECTRICAL PANELBOARD SCHEDULES		03.05.2025	06.02.2025	08.06.2025	
E7.01	ELECTRICAL PANELBOARD SCHEDULES			06.02.2025	08.06.2025	
PLUMBING						
P0.00	PLUMBING SYMBOL & LEGEND		03.05.2025	06.02.2025		
P2.00	FLOOR PLAN - UNDERGROUND PLUMBING		03.05.2025	06.02.2025	08.06.2025	
P2.01	FLOOR PLAN - FIRST FLOOR - PLUMBING		03.05.2025	06.02.2025	08.06.2025	
P2.02	FLOOR PLAN - MEZZANINE - PLUMBING		03.05.2025	06.02.2025	08.06.2025	
P3.01	PLUMBING ENLARGED VIEWS				08.06.2025	
P4.00	PLUMBING DETAILS				08.06.2025	
P5.00	NATURAL GAS RISER DIAGRAM				08.06.2025	
P6.00	PLUMBING SCHEDULES		03.05.2025	06.02.2025	08.06.2025	
TECHNOLOGY						
T0-00	TECHNOLOGY TITLE SHEET		03.05.2025		08.06.2025	
T0-01	TECHNOLOGY OUTLET SCHEDULE		03.05.2025	06.02.2025	08.06.2025	
T1-01	TECHNOLOGY SITE PLAN			06.02.2025	08.06.2025	
T2-01	TECHNOLOGY FLOOR PLAN LEVEL 01		03.05.2025	06.02.2025	08.06.2025	
T2-02	TECHNOLOGY FLOOR PLAN MEZZANINE		03.05.2025	06.02.2025	08.06.2025	
T3-01	TECHNOLOGY RCP LEVEL 01		03.05.2025	06.02.2025	08.06.2025	
T3-02	TECHNOLOGY RCP MEZZANINE		03.05.2025	06.02.2025	08.06.2025	
T4-01	TECHNOLOGY ENLARGED PLANS AND ELEVATIONS		03.05.2025	06.02.2025	08.06.2025	
T6-01	TECHNOLOGY DETAILS		03.05.2025	06.02.2025	08.06.2025	
TA2-01	AV FLOOR PLAN LEVEL 01		03.05.2025	06.02.2025	08.06.2025	
TA3-01	AV RCP G2 ALERT SYSTEM			06.02.2025	08.06.2025	
TA4-01	AV ENLARGED PLANS AND ELEVATIONS			06.02.2025	08.06.2025	
TS1-01	SECURITY SITE PLAN				08.06.2025	
TS2-01	SECURITY FLOOR PLAN LEVEL O1		03.05.2025	06.02.2025	08.06.2025	
TS2-02	SECURITY FLOOR PLAN MEZZANINE		03.05.2025	06.02.2025	08.06.2025	
TS3-01	SECURITY RCP LEVEL 01		03.05.2025	06.02.2025	08.06.2025	
TS3-02	SECURITY RCP MEZZANINE		03.05.2025			
TS4-01	SECURITY ENLARGED PLANS				08.06.2025	
TS5-01	SECURITY RISER DIAGRAM				08.06.2025	
TS6.01	SECURITY DETAILS		03.05.2025	06.02.2025	08.06.2025	
REPORTS						
	SPECIFICATIONS		03.05.2025			
	Geotech Report		04.17.2025			

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas** a home rule municipality (Owner) and **CROSSLAND CONSTRUCTION COMPANY, INC.**, ("Contractor" or "Construction Manager"), to provide pre-construction services to the City Of Celina, Texas. This Agreement is effective on **December 11, 2024** and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain pre-construction services for from Contractor for the construction of Fire Station 4 project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. Contractors Response to RFP 2025-003
3. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact: Rocky Hussman
Address: 731 Industry Way
Prosper, TX 75078
Phone #: 469-408-7702
Email: rhussman@crossland.com

2. Owner's Representative:

Kimberly Brawner
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party.

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform pre-construction services as necessary to the prepare the project for construction bidding including but not limited to:

1. Preparing and Manage the Guaranteed Maximum Price (GPM) Documentation
2. Participate in the design process
3. Provide pre-construction services including constructability and cost advice through the design process.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE

PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS

§10.1 Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

§10.2 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

§10.3 Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner:
City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor:
Crossland Construction Company, Inc.
Rocky Hussman
731 Industry Way
Prosper, TX 75078

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

§10.4 Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§10.5 Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

§10.6 Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

§10.7 Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

§10.8 Signatures

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

IN WITNESS WHEREOF, the parties execute below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
Robert E. Ranc, Jr. Robert E. Ranc, Jr. (Dec 12, 2024 08:19 CST)	Rocky Hussman Rocky Hussman (Nov 25, 2024 14:27 CST)
Robert Ranc, City Manager	Signature
Date: 12/12/2024	Rocky Hussman - President, Texas Region Printed Name & Title
	Date: 11/25/2024

2025-005 Addendum 1
Crossland Construction Company, Inc
Supplier Response

Event Information

Number: 2025-005 Addendum 1
Title: CMAR Services for Fire Station 4
Type: Request for Proposal
Issue Date: 9/23/2024
Deadline: 10/10/2024 10:00 AM (CT)
Notes: The City of Celina is accepting proposals from qualified construction firms to provide Construction Manager-At-Risk Services, necessary for the construction of Fire Station 4, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, pre-construction fee and construction services fee for consideration.

The building is a three bay, 14,000 square feet new ground up masonry building with a training tower. Construction includes civil construction, parking lots, driveways, and generator yard. CMAR will work with architect to assist with building materials and construction template for providing a cohesive budget. Construction will include civil site work, sidewalks, exterior lighting, landscaping , irrigation and signage. Building construction will include new facade and interior

walls per architect's approved plans, including building foundation and underground utilities, building plumbing, mechanical, electrical and lighting, data / low voltage, audio visional and access control installations to meet City Standards and 2022 IBC 2023 NEC and local codes. Also included are fire suppression and alarm systems as needed to meet Codes.

BUDGET: $9,300,000.00
CONSTRUCTION TIME: 13 MONTHS
Budget: $9,300,000

Project Time: **13** Months

Contact Information

Contact: Dawn Berry
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Phone: (469) 813-4194
Email: dberry@celina-tx.gov

Crossland Construction Company, Inc Information

Contact: Michelle Crossland Meeks
Address: 731 Industry Way
Prosper, TX 75078
Phone: (972) 347-5659
Email: mmeeks@crossland.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Bunner
Signature

ebunner@crossland.com
Email

Submitted at 10/10/2024 09:35:25 AM (CT)

Supplier Note

We acknowledge Addendum No. 1.

Requested Attachments

Financial Statement

Audited Financial Statement - Crossland 2023.pdf

Upload a copy of your most recent audited statement. Include the letter to management and the statement.

Statement of Qualifications

SOQ Statement of Qualifications - CROSSLAND.pdf

Complete the State of Qualification form and upload here.

CIQ - Conflict of Interest

Exhibit 4 CIQ Celina Fire Station #4.pdf

Complete the CIQ form located in the Attachments Tab and upload here.

Bid Bond

Celina Fire Station #4 Bid Bond.pdf

Complete the Bid Bond form located in the Attachments Tab and upload here.

W9

W9 2024 - Crossland Construction.pdf

Complete the W9 form located in the Attachments Tab and upload here.

00-401 Non Resident Bidder Form

Section_00401-_Contractor_Compliance_Non Resident Bidder Celina Fire Station #4.pdf

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

Form 1295

Form 1295 Certificate 101274462 Celina Fire Station #4 - Crossland.pdf

Complete the form 1295 electronically and upload the signed form here

General Conditions Breakdown

General Conditions Breakdown - Crossland.pdf

Upload detailed breakdown of the general conditions.

Response Attachments

25 - Sample Preliminary Cost Estimate.pdf

SOQ #25 Sample Preliminary Cost Estimate

25 - Sample Final Cost Estimate.pdf

SOQ #25 Sample Final Cost Estimate

SOS Certificate - Crossland.pdf

Texas Secretary of State - Certificate of Fact - Crossland

References - Crossland.pdf

Crossland Owner & Architect References

Fire Station Experience - Crossland.pdf

Crossland Fire Station Experience

Certificate of Insurance - Crossland.pdf

Certificate of Insurance - Crossland

Firm Information - Crossland.pdf

Firm Information - Crossland

Org Chart & Resumes - Crossland.pdf

Org Chart & Resumes - Crossland

Surety Letter - Crossland.pdf

Surety Letter - Crossland

Celina Fire Station #4 Consent Letter - Crossland.pdf

Surety Consent Letter

Bid Attributes

1	**Substantial Completion** Substantial Completion = 12 months ☑ Acknowledge
2	**Completion - Ready for Final Payment** Completion = 13 months ☑ Acknowledge
3	**Mobilization** Mobilization shall be subsidiary to the contract line items

4 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2023 is due by September 10, 2023

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

5 Liquidated Damages

Liquidated Damages will be applied as follows.

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

6 Celina Design and Construction Standards

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

7 Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

Crossland agrees to make payments to all subcontractors within ten (10) calendar days after receipt of payment from the City

8 Noise Ordinance

Article 8.04 sets time limits for noise during construction. Specifically,

8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

Crossland hereby acknowledges the City of Celina's Noise Ordinance as set forth in Article 8.04 and shall abide by it during the construction of the project.

9 Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Crossland hereby acknowledges and agrees to abide by all Federal, State and Local Laws.

10 Electronic Submission

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

11	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.

12	**Retracting Your Bid - Making Modifications after submission.** Modification to or Withdrawal of Submission Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline: 1. Log into your account, click the retract link at the top of the page. ◦ Select "NO BID" if you are choosing **not** to re-submit; or ◦ **Make the required changes and resubmit your response.** ◦ See the help section in the top right of the window for further details.

13	**Disclosure of Interested Parties (Form 1295)** Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Awarded vendors will be required to complete this form within 5 days of the notice of award. The form and all information regarding it can be found at https://www.ethics.state.tx.us/filinginfo/1295/ ☑ Acknowledge

14	**Local Preference Policy** The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract. This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged. Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council. Applications for local preference may downloaded from the City's Procurement website located here.

15 **Non-Collusion**

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

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

☑ I certify that the statement is accurate and true.

16 **Contact Person**

Name and Title

Rocky Hussman

17 **Contact Person Phone**

18 **Contact Person Email**

rhussman@crossland.com

19 **Main Office Location**

731 Industry Way Prosper, TX 75078

20 **Years in Business**

47

21 **Office Location**

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

731 Industry Way Prosper, TX 75078

22 **Business Name**

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

Yes

23 **Binding Official**

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

Rocky Hussman

24 Binding Official Email Address

rhussman@crossland.com

25 Licensing

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

N/A

26 SB 252

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

☑ I certify that the statement is accurate and true.

27 HB 89 ISRAEL

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

☑ I certify that the statement is accurate and true.

28 SB 13 Boycotting Energy Companies

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

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

☑ I certify that the statement is accurate and true.

29 SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

30 Felony Conviction

State in the space provided one of the following:

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

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

31 Risk 1: Taxes - Local

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

Yes

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

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

Yes

33 **Risk 3: Audit/Investigation**

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

No

34 **Risk 4: Debarrment**

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

No

35 **Risk 5: Bonding**

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

No

36 **Risk 6: Licensing**

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

No

37 **Risk 7 Contract Default**

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

No

38 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No

39 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

In the ordinary course of business, Crossland has encountered some disputes involving construction contracts that have led to occasional litigation, including instances where liens were filed by subcontractors and material suppliers. However, Crossland does not consider any of the currently pending liens or other litigation financially material to the company. In cases where a subcontractor fails to fulfill its obligations, Crossland actively works to address the situation by utilizing self-performance to complete the work or supplementing the subcontractor if necessary. It is important to note that Crossland has no outstanding judgments and is not currently in default on any loan or financing agreement with any bank, financial institution, or other entity. It has never been in default historically. Crossland's commitment is to approach conflicts with the owner's best interest in mind, maintaining transparency in communication throughout the entire process.

40 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

No

41 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE

42 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No

43 **ACH**

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

44 **Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

45 **Public or Private**

Is your business publicly traded?

No

46 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

47 State of Texas Registration

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes, File Number 800083196

48 Certificate of Interested Parties Electronic Filing Form 1295

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

49 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

50 Addendum 1

Please acknowledge receipt of Addendum 1.

Addendum 1 modifies the time requirements for the project. The time is 13 months. The attributes stated 90/120 days. The attributes have been updated to 12 months substantial and 13 months completion.

☑ I acknowledge receipt of Addendum 1.

Bid Lines

1 Pre-Construction Fee

Quantity: 1 UOM: EA Price: $15,000.00 Total: $15,000.00

2 Construction Services Fee

(Line excluded from response total)

Quantity: 1 UOM: Percentage Total: 2.5%

3	**General Conditions Fee** *(Line excluded from response total)* Quantity: 13 UOM: Monthly Cost	Total: 45657

Response Total: $15,000.00

2025-003 CMAR Fire Station #4 Pre Construction Services Agreement

Final Audit Report 2024-12-12

Created:	2024-11-25
By:	Ryan Quigley (rquigley@celina-tx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAicLIfS_ajz9pDo2MBkNLyToFG9DjKvj8

"2025-003 CMAR Fire Station #4 Pre Construction Services Agreement" History

Document created by Ryan Quigley (rquigley@celina-tx.gov)
2024-11-25 - 4:23:38 PM GMT

Document emailed to Rocky Hussman (rhussman@crossland.com) for signature
2024-11-25 - 4:23:48 PM GMT

Email viewed by Rocky Hussman (rhussman@crossland.com)
2024-11-25 - 8:26:20 PM GMT

Document e-signed by Rocky Hussman (rhussman@crossland.com)
Signature Date: 2024-11-25 - 8:27:02 PM GMT - Time Source: server

Document emailed to Ryan Quigley (rquigley@celina-tx.gov) for approval
2024-11-25 - 8:27:03 PM GMT

Document approved by Ryan Quigley (rquigley@celina-tx.gov)
Approval Date: 2024-12-11 - 5:37:24 PM GMT - Time Source: server

Document emailed to Robert Ranc (rranc@celina-tx.gov) for signature
2024-12-11 - 5:37:25 PM GMT

Email viewed by Robert Ranc (rranc@celina-tx.gov)
2024-12-12 - 2:19:10 PM GMT

Signer Robert Ranc (rranc@celina-tx.gov) entered name at signing as Robert E. Ranc, Jr.
2024-12-12 - 2:19:49 PM GMT

Document e-signed by Robert E. Ranc, Jr. (rranc@celina-tx.gov)
Signature Date: 2024-12-12 - 2:19:51 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2024-12-12 - 2:19:51 PM GMT

Adobe Acrobat Sign

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: October 14, 2025

Agenda Item:
Consider and act to authorize the purchase of Sensus water meters, accessories and fees from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,652,983.65. (Figueroa)

Background Information:
On September 17, 2013, staff standardized the City's water metering system with Sensus meters. Since that time, staff has worked annually with the vendor to secure guaranteed pricing for meters and related accessories. The meters and accessories will be guaranteed for a one-year period from October 1, 2025, through September 30, 2026. Additionally, the annual software and support fees are a recurring, one-time yearly cost covering the period from December 16, 2025, through December 15, 2026.

Sensus meters are considered a sole-source product, available only through a single vendor, and are specifically designed to integrate with the City's meter reading software. Water meters are essential to daily operations, supporting both system reliability and customer service. They are required for installation in all new residential and commercial developments, as well as to replace existing meters.

The Water Division of the Public Works Department will oversee the procurement of meters. Authorizing this purchase will enable staff to obtain necessary equipment promptly, ensuring operational efficiency and maintaining reliable service delivery.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. FY26 METER PRICING AND SUPPORT & SOFTWARE FEES
3. Sensus Sole Source Letter

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

Staff Recommendation:
Staff recommends approval.

Water Meters, Accessories, & Fees

Andrew Figueroa
October 14, 2025

AGENDA OVERVIEW

- Consider and act to authorize the purchase of Sensus water meters, accessories, and fees from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,652,983.65.

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

- Staff recommends approval.

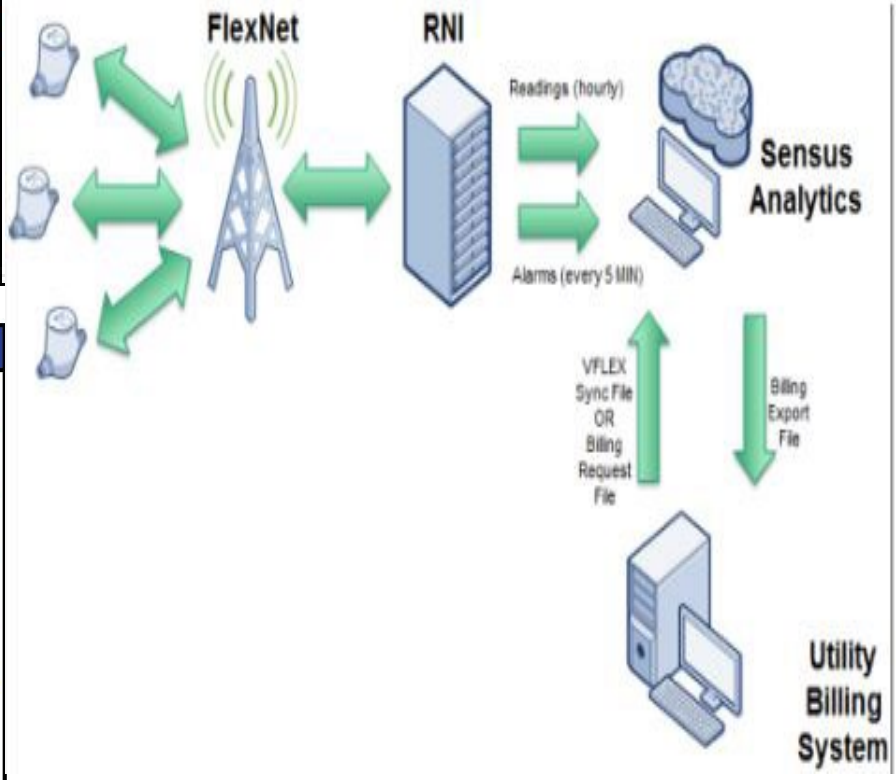
PRICE SUMMARY

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$156.57
	3/4"S SRII METER TRPL	$202.72
	1" SRII METER TRPL	$259.40
	3/4"S IPERL + METER TRPL - METAL	$176.13
	1" IPERL + METER TRPL - METAL	$238.43
	1.5" OMNI R2 METER TRPL	$630.63
	2" OMNI R2 METER TRPL	$884.81
	1.5" OMNI T2 METER TRPL	$995.05
	2" OMNI T2 METER TRPL	$1,180.29
	3" OMNI T2 METER TRPL	$1,470.83
	4" OMNI T2 METER TRPL	$2,863.38
	6" OMNI T2 METER TRPL	$5,155.05
	8" OMNI T2 METER TRPL	$9,623.31
	10" OMNI T2 METER TRPL	$12,546.83
	1.5" OMNI C2 METER TRPL	$1,368.42
	2" OMNI C2 METER TRPL	$1,579.42
	3" OMNI C2 METER TRPL	$2,000.10
	4" OMNI C2 METER TRPL	$3,690.97
	6" OMNI C2 METER TRPL	$6,375.31
	8" OMNI C2 METER TRPL	$11,328.71
	10" OMNI C2 METER TRPL	$14,617.66
	4" OMNI F2 METER TRPL	$7,955.46
	6" OMNI F2 METER TRPL	$10,588.03
	8" OMNI F2 METER TRPL	$16,802.82
	10" OMNI F2 METER TRPL	$22,673.98
	3" OMNI H2 METER TRPL W/6' TRPL CABLE AND COUPLINGS	$2,050.85
	MXU 520M SINGLE PORT	$155.23
	MXU 520M DUAL PORT	$181.16
	SRII REGISTER TRPL	$83.28
	OMNI R2/T2/C2 REGISTER TRPL	$464.60
	MXU PART - PIT LID HOUSING #85B	$36.48

PRICE SUMMARY

Quantity	Description	Unit Price
	MXU PART - TRPL ADAPTER #85C	$0.86
	MXU PART - BOOT #85D	$6.49
	MXU PART - PIT LOCKING NUT #85E	$7.92
	MXU PART - BOOT LOCKING CLIP #85F	$3.58
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.69
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$51.72
	SRII CABLE 6'	$21.14

Quantity	Description	Unit Price	Line Total
	Year Six, 12/16/2025 - 12/15/2026		
1	Annual RNI SaaS Fee	$16,000.91	$16,000.91
1	Annual Sensus Analytics Enhanced SaaS Fee	$12,521.61	$12,521.61
1	Annual Customer Portal Core	$7,245.46	$7,245.46
1	Annual Customer Portal Unlimited Text Message Block for 1,500 Users	$260.84	$260.84
2	Annual VAR & Basestation Support	$11,592.74	$23,185.48
1	Annual Customer Portal VAR Support	$5,071.82	$5,071.82



QUESTIONS?

Sales Quote

September 9, 2025

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for: City of Celina
Attention: Andrew Figueroa
Address: 142 N. Ohio St
City, State, ZIP: Celina, TX 75009
Phone: 972-382-3176
Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$156.57
	3/4"S SRII METER TRPL	$202.72
	1" SRII METER TRPL	$259.40
	3/4"S IPERL + METER TRPL - METAL	$176.13
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	1.5" OMNI R2 METER TRPL	$630.63
	2" OMNI R2 METER TRPL	$884.81
	1.5" OMNI T2 METER TRPL	$995.05
	2" OMNI T2 METER TRPL	$1,180.29
	3" OMNI T2 METER TRPL	$1,470.83
	4" OMNI T2 METER TRPL	$2,863.38
	6" OMNI T2 METER TRPL	$5,155.05
	8" OMNI T2 METER TRPL	$9,623.31
	10" OMNI T2 METER TRPL	$12,546.83
	1.5" OMNI C2 METER TRPL	$1,368.42
	2" OMNI C2 METER TRPL	$1,579.42
	3" OMNI C2 METER TRPL	$2,000.10
	4" OMNI C2 METER TRPL	$3,690.97
	6" OMNI C2 METER TRPL	$6,375.31
	8" OMNI C2 METER TRPL	$11,328.71
	10" OMNI C2 METER TRPL	$14,617.66
	4" OMNI F2 METER TRPL	$7,955.46
	6" OMNI F2 METER TRPL	$10,588.03
	8" OMNI F2 METER TRPL	$16,802.82
	10" OMNI F2 METER TRPL	$22,673.98
	3" OMNI H2 METER TRPL W/6' TRPL CABLE AND COUPLINGS	$2,050.85
	MXU 520M SINGLE PORT	$155.23
	MXU 520M DUAL PORT	$181.16
	SRII REGISTER TRPL	$83.28
	OMNI R2/T2/C2 REGISTER TRPL	$464.60
	MXU PART - PIT LID HOUSING #85B	$36.48

Sales Quote

September 9, 2025

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for:	City of Celina
Attention:	Andrew Figueroa
Address:	142 N. Ohio St
City, State, ZIP:	Celina, TX 75009
Phone:	972-382-3176
Email:	AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	MXU PART - TRPL ADAPTER #85C	$0.86
	MXU PART - BOOT #85D	$6.49
	MXU PART - PIT LOCKING NUT #85E	$7.92
	MXU PART - BOOT LOCKING CLIP #85F	$3.58
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.69
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$51.72
	SRII CABLE 6'	$21.14

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid until 09/30/2026.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding $80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the “Taxes and Fees”) related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.
   1.1. “Customer” means the party purchasing goods or services pursuant to these Terms of Sale (“Terms”).
   1.2. “Company” means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
   1.3. “Goods” broadly means the collective Products and/or Services sold or otherwise provided by the Company.
   1.4. “Product” means any tangible material, object, or software offered for sale by the Company.
   1.5. “Service” means a business act or task as performed by an individual at a predetermined billable rate.
   1.6. “Supplier” refers to a third-party business entity who manufacturers or supplies various Goods furnished by the Company.
2. CONTRACT OF SALE. All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the “Proposal”), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer’s purchase order or similar writing shall constitute an acceptance of the offer to sell (the “Agreement”); however, any inconsistent, additional or different terms to the Proposal contained in a Customer’s request for quotation or purchase order (collectively, “Additional Terms”) are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.
3. PROPOSALS. Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer’s suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company’s Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.
4. ANNUAL SERVICES. Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer’s product and/or software; including but not limited to annual support fees, Software-as-a-Service (or “SaaS”) licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writhing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.
5. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the “Taxes and Fees”) related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.
6. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on “credit hold” and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.
7. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.
8. PACKAGING. The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
9. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as “next day” or “second day”, will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company’s invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.
10. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload (“LTL”) freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
11. FREIGHT ALLOWANCE. Single Sensus product orders exceeding $80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
12. TITLE. Title of Product(s) shall transfer to customer on the date of delivery to Customer’s premises.
13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.
14. CHANGES OR CANCELLATIONS. Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. RETURNS. No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in “like-new” condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. RESTOCKING FEE. Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.

17. OBSOLESCENCE. The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.

18. PRODUCT WARRANTIES.

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. Standard Supplier's Warranty. Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. Meter Services Warranty. This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.

II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.

III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.

IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").

III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.

IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.

V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or it's subcontractor's negligence.

C. Water Utility Service.

I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).

II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.

III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

I. The warranty is limited to the actual area of work contained within the electrical meter box.

II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.

III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.

E. Gas Utility Service.

I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.

F. Limitations.

I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, “Acts-of-God”, pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.

II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where “In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer’s warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it’s occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT’S FAILURE TO COMPLY WITH THIS SECTION.

G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.

II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier’s Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aqua-metric.com; rma-socal@aqua-metric.com; rma-texas@aqua-metric.com; or rma-louisiana@aqua-metric.com. The Company will generate a Return Material Authorization (“RMA”) form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.

20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company’s reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company’s reasonable control.

21. LIMITATION OF LIABILITY.

21.1. THE COMPANY’S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.

22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.

23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.

24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.

25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.

26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.

27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.

Sales Quote

Aqua-Metric Sales Company
16914 Alamo Parkway, Building 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

September 24, 2025

Quote for: City of Celina
Attention:
Address:
City, State, ZIP:
Phone:
Email:

Quantity	Description	Unit Price	Line Total
	Year Six, 12/16/2025 - 12/15/2026		
1	Annual RNI SaaS Fee	$16,000.91	$16,000.91
1	Annual Sensus Analytics Enhanced SaaS Fee	$12,521.61	$12,521.61
1	Annual Customer Portal Core	$7,245.46	$7,245.46
1	Annual Customer Portal Unlimited Text Message Block for 1,500 Users	$260.84	$260.84
2	Annual VAR & Basestation Support	$11,592.74	$23,185.48
1	Annual Customer Portal VAR Support	$5,071.82	$5,071.82

Subtotal	$64,286.12
Shipping & Handling	
Sales Tax	
Total	**$64,286.12**

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding $80,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee. Additional details apply.
7. Sales Tax and/or Freight charges are not included.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

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   1.4. “Product” means any tangible material, object, or software offered for sale by the Company.
   1.5. “Service” means a business act or task as performed by an individual at a predetermined billable rate.
   1.6. “Supplier” refers to a third-party business entity who manufacturers or supplies various Goods furnished by the Company.
2. CONTRACT OF SALE. All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the “Proposal”), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer’s purchase order or similar writing shall constitute an acceptance of the offer to sell (the “Agreement”); however, any inconsistent, additional or different terms to the Proposal contained in a Customer’s request for quotation or purchase order (collectively, “Additional Terms”) are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.
3. PROPOSALS. Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer’s suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company’s Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.
4. ANNUAL SERVICES. Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer’s product and/or software; including but not limited to annual support fees, Software-as-a-Service (or “SaaS”) licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writhing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.
5. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the “Taxes and Fees”) related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.
6. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on “credit hold” and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.
7. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.
8. PACKAGING. The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
9. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as “next day” or “second day”, will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company’s invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.
10. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload (“LTL”) freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
11. FREIGHT ALLOWANCE. Single Sensus product orders exceeding $80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
12. TITLE. Title of Product(s) shall transfer to customer on the date of delivery to Customer’s premises.
13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.
14. CHANGES OR CANCELLATIONS. Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. RETURNS. No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in “like-new” condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible

for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. RESTOCKING FEE. Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.

17. OBSOLESCENCE. The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.

18. PRODUCT WARRANTIES.

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. Standard Supplier's Warranty. Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. Meter Services Warranty. This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.

II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.

III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.

IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").

III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.

IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.

V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or it's subcontractor's negligence.

C. Water Utility Service.

I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).

II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.

III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

I. The warranty is limited to the actual area of work contained within the electrical meter box.

II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.

III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.

E. Gas Utility Service.

I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.

F. Limitations.

I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, “Acts-of-God”, pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.

II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where “In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer’s warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it’s occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT’S FAILURE TO COMPLY WITH THIS SECTION.

G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.

II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier’s Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aqua-metric.com; rma-socal@aqua-metric.com; rma-texas@aqua-metric.com; or rma-louisiana@aqua-metric.com. The Company will generate a Return Material Authorization (“RMA”) form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.

20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company’s reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company’s reasonable control.

21. LIMITATION OF LIABILITY.

21.1. THE COMPANY’S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.

22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.

23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.

24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.

25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.

26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.

27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com

September 3, 2020

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc