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AGENDA
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 10, 2026
5:00 PM

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 and Section 551.0761 Critical Infrastructure Facility:

A. Discussion regarding cybersecurity.

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

B. Discussion regarding Project Kingsmen.

C. Discussion regarding Project Southland.

D. Discussion regarding a Development Agreement for 95 Land Partners, LLC.

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

E. Pecan Street Right-of-Way Acquisition Update.

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).

F. Consider and take action regarding cybersecurity.

The City Council further reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed herein, as authorized by the Texas Government Code, Chapter 551.

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

A. Recognizing Theatre in Our Schools Month Proclamation. (Tubbs)

B. Celina High School Band Proclamation. (Tubbs)

C. Presentation regarding 132 N Louisiana Drive purchase. (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding Preston Road Median Tree Replacement from Frontier Parkway to North Legacy Drive. (Glasgow)

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 nine (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 - January 13, 2026, 5:00 p.m.

B. Consider and act to approve fiber optic facilities relocation along Coit road with Capco Telecom, through a cooperative contract with Frisco ISD through the Collin County Governmental Purchasing Forum at the unit prices listed, for an amount not to exceed $167,073.32. (Alexander)

C. 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)

D. Consider and act upon a Resolution to apply for Crisis Negotiation Equipment and Vehicle with Project Safe Neighborhoods Grant Program. (Cullison)

E. Consider and act upon a Resolution authorizing the Police Department to apply for a grant for Leica Scanning equipment. (Cullison)

F. Consider and act to award RFP 2025-026 for disaster debris clearance and removal services to multiple vendors. (Figueroa)

G. Consider and act to approve an Amended and Restated Employment Agreement with Robert Ranc for the position of City Manager. (Gartner)

H. Consider and act to award CSP 2026-014 for the construction of the Bluewood Homeowners Association (HOA) openspace landscaping adjacent to Ownsby Parkway (from their western property line to County Road 83) to SRH Landscapes, LLC., in the amount of $184,853.75 plus a ten (10) percent contingency of $18,485.38 for a total amount not to exceed $203,339.13. (Glasgow)

I. Consider and act on the Assignment of Easement to Mustang Special Utility District from City of Celina. (Glasgow)

J. Consider and act upon a Resolution to accept the resignation of Janie Grumbles from the Keep Celina Beautiful Board and appoint Vicki Kaiser to fill the unexpired term. (Owens)

K. Consider and act to accept the resignation of Amy Ludwyck from the Special Events Advisory Committee. (Owens)

L. Consider and act upon a Resolution appointing members to fill vacancies on the Library Board and the Special Events Advisory Committee. (Owens)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Outdoor Kennel use on approximately two (2) acres; generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, within the City limits, for Hometown Paws Dog Daycare. (Mohan)

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending Planned Development (PD) No. 155 with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards;

generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the City limits, for Willard Tract (Silo Crossing). (Mohan)

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 20 acres to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the southwest corner of future Clear Creek Parkway and the future Dallas North Tollway, within the City limits, for Ewing Buick GMC Dealership. (McAfee)

D. 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 senior independent living; generally located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code, Preston Streams District, for Preston Club. (McAfee)

E. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.03: Use Regulations, Part One: Schedule of Uses, and related sections of the Zoning Ordinance. (Kleineck)

IX. ACTION ITEM:

A. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #3 and Phase #4 of the Cross Creek Meadows Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #2 Assessment Roll – Phase #3 and a proposed Improvement Area #2 Assessment Roll – Phase #4; directing the filing of the proposed Assessment Rolls with the City Secretary; and providing for noticing and calling Public Hearings on March 10, 2026, to consider Ordinances levying assessments on property located within Phase #3 and Phase #4 of the Cross Creek Meadows Public Improvement District. (Bromiley)

B. Consider and act upon a Resolution to approve the selection of an artist and an initial concept for the digital mural for the interior of the Downtown Center. (Kearney)

X. ADJOURNMENT:

"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 days prior to the scheduled time of said meeting."

_____
Ashley Owens, City Secretary

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.

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Economic Development
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: February 10, 2026

Agenda Item:
Presentation regarding 132 N Louisiana Drive purchase. (Satarino)

Background Information:
On January 13, 2026, the City purchased the property at 132 N. Louisiana Drive. The building was most recently used as The Forge restaurant. The purchase price of the building was $2.4 million, with $2 million sourced from the TIRZ #11 Fund and $400,000 sourced from the Capital Acquisition Fund.

This strategic purchase was made to ensure the property's continued role in maintaining a vibrant downtown area. The back patio portion of the property represents approximately 35 percent of the total patio area improvement and can be used to activate the overall patio area with regular small events and attractions. The EDC will also market the interior building use to an attractive single tenant or potentially multiple smaller tenants if a single tenant is not identified.

Legal Review:

Supporting Documents:
1. Staff Presentation

Financial Consideration:

Staff Recommendation:



132 N Louisiana Dr.
Purchase

February 10, 2026

Building Location





Purchase Terms

- Purchase Price - $2,400,000
- Source of Funds
  - TIRZ #11 - $2,000,000
  - Capital Acquisition Fund - $400,000
- Closing Date - January 13, 2026
  - Seller paid 6 percent closing fees - $144,000
  - Seller provided title insurance



TIRZ #11 Boundary



Back Patio

Building patio improvements represent approx. 35 percent of total patio improvement area.



Patio Overhead



Patio - Exterior View

Potential Uses

Building and patio improvements key to maintaining a vibrant downtown



Patio Activation

The outdoor patio can be activated with regular small events and attractions to further activate the overall patio area.



Single tenant or multiple smaller tenants

The EDC will market the interior building use to an attractive single tenant or potentially to multiple smaller tenants if a single tenant is not identified.



Questions?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: February 10, 2026

Agenda Item:
Discussion regarding Preston Road Median Tree Replacement from Frontier Parkway to North Legacy Drive. (Glasgow)

Background Information:

There are over 500 dead and diseased trees along Preston Road that negatively impact both safety and the appearance of the corridor. In addition, the existing irrigation controllers are inconsistent, there are seven different types, and they are not smart controllers, limiting the ability to provide targeted and efficient irrigation. This project proposes the removal and replacement of dead trees to improve safety and aesthetics, as well as replacing the existing irrigation controllers with smart controllers to achieve improved water management.

The project was originally bid in August 2025. The lowest responsive bid was presented to City Council for award in September 2025 but was not approved due to concerns regarding long-term water use.

Following Council direction, the City of Celina's Parks and Engineering Departments conducted multiple internal meetings and coordination meetings with the consultant to develop revisions addressing the water-use concerns raised by Council. The consultant was directed to revise the project scope to reduce long-term water demand while maintaining safety and aesthetic objectives. Also, direction was given to ensure the tree relocation are minimally impacted by the future widening of Preston road. The scope revisions directly address Council's water-use concerns raised in September 2025.

Staff also evaluated the benefits of installing smart irrigation controllers, which included providing remote programming capability, automated leak detection notifications, and integration with weather forecast to control the usage of the system.

The project is now ready to move forward under the revised, more sustainable design. Or council can direct staff to begin a new project with xeriscape as the main focus.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

PRESTON RD MEDIAN TREE REPLACEMENT PROJECT

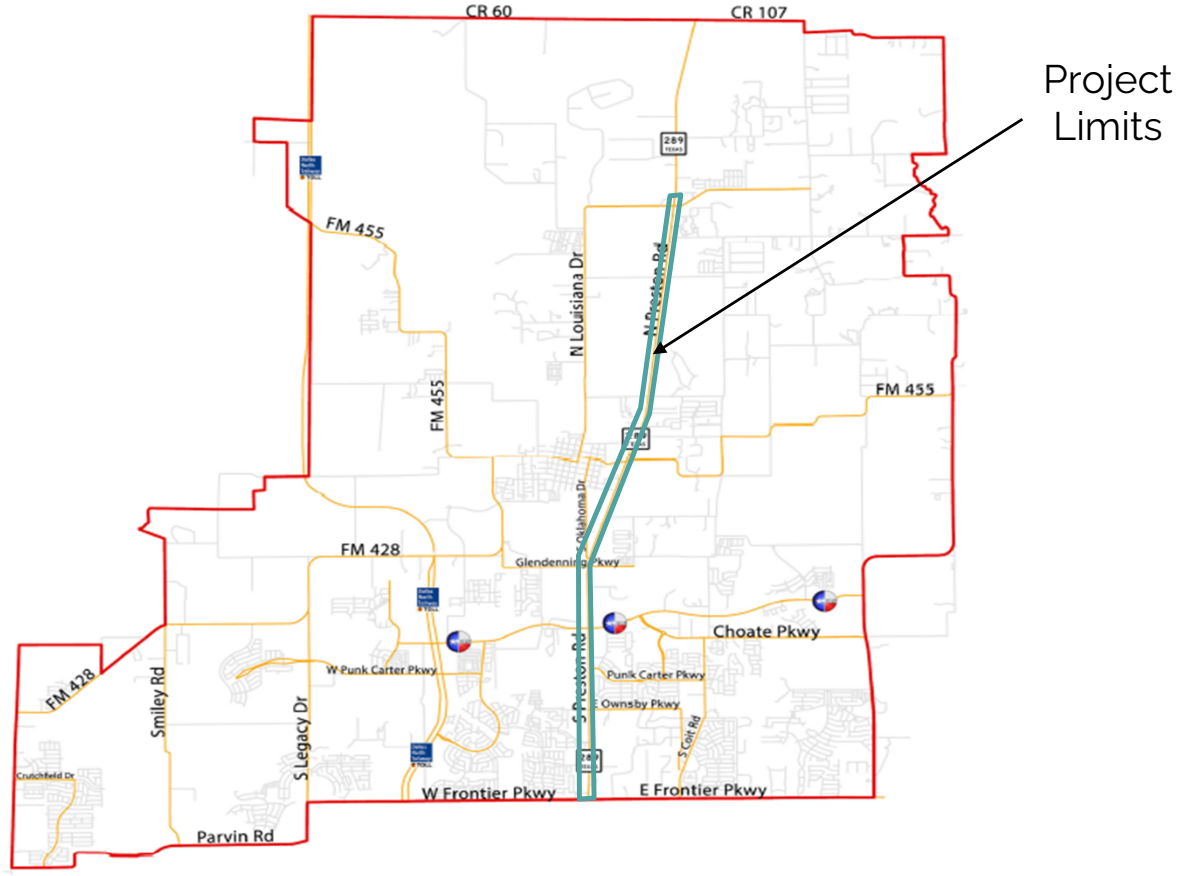
February 10, 2025

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



LOCATION MAP

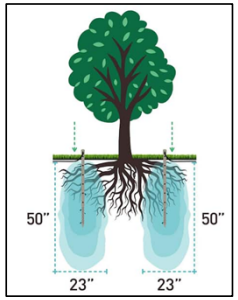
Preston Road Median from Frontier Pkwy to north of N Legacy Drive (~7 miles)



PROJECT OVERVIEW

1. Remove and replace dead trees for **improving safety** and **appearance**.
2. Prune existing trees as needed to **promote healthy growth** and **maintain proper structure**.
3. Replace existing irrigation controllers with unique, “smart” controllers to **achieve better water management**.
4. Install tree bubblers at existing and proposed trees to **provide targeted irrigation**.







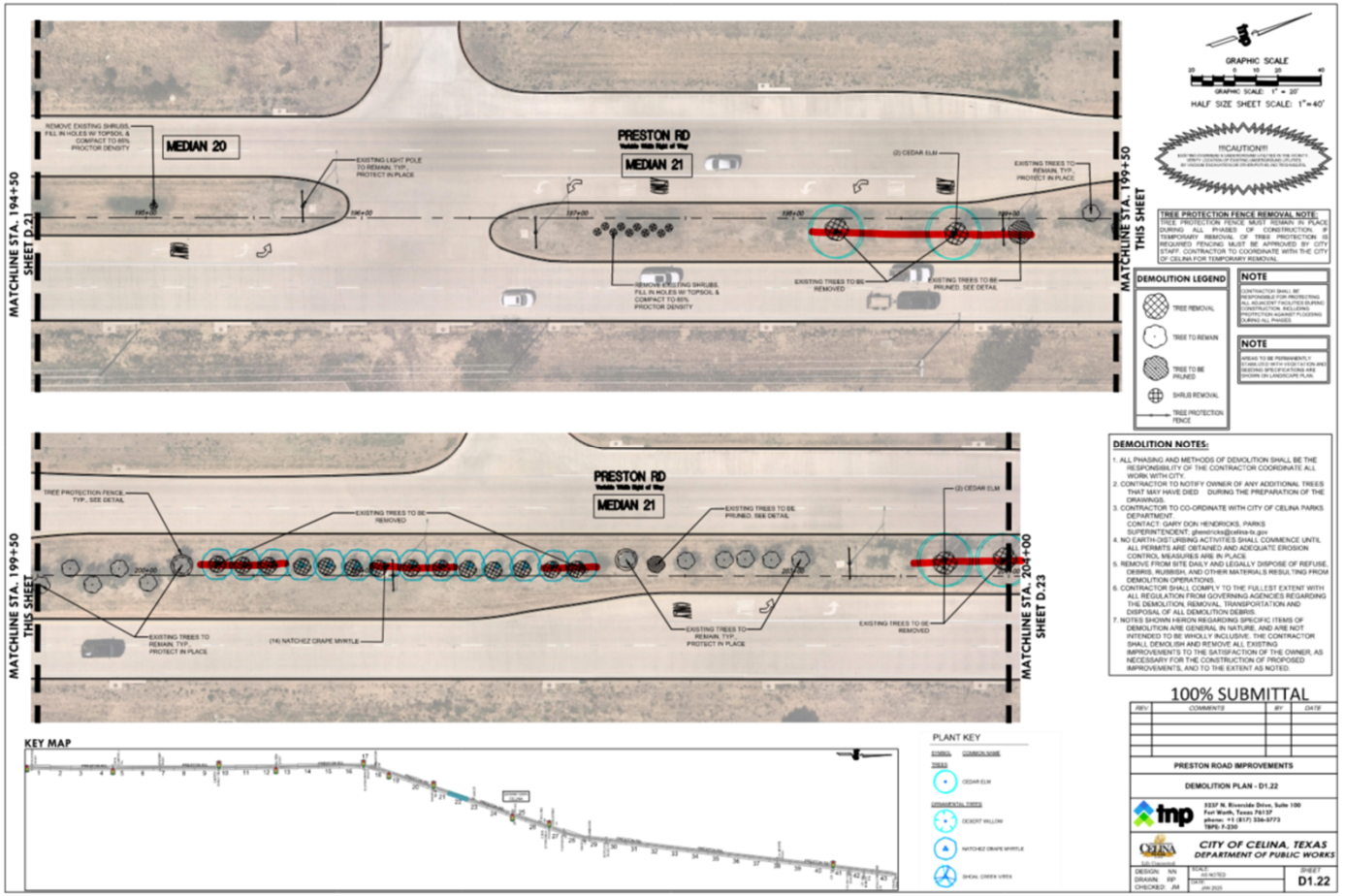
PROJECT BACKGROUND & PLAN REVISIONS

- The project was originally bid in August 2025. The lowest responsive bid was presented to City Council for award in September 2025 but was not approved due to concerns regarding long-term water use.

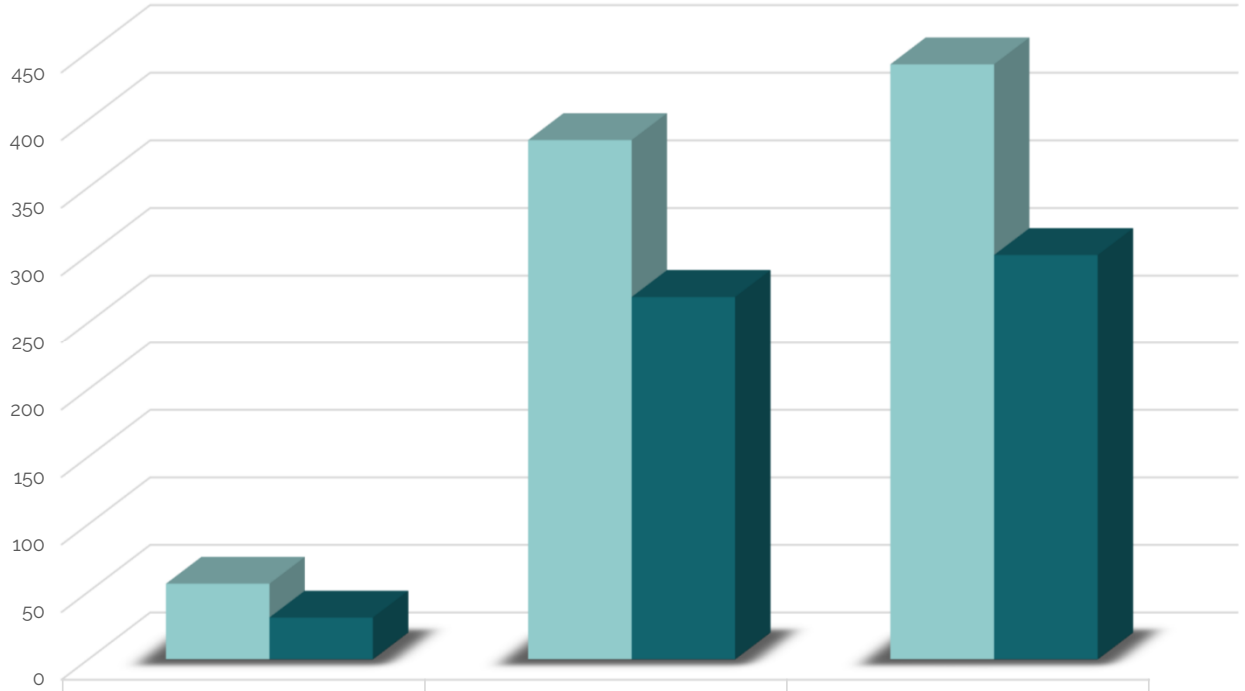
- Following Council direction, the City of Celina's Parks and Engineering Departments conducted multiple internal meetings and coordination meetings with the consultant to develop revisions addressing the water-use concerns raised by Council.

- The consultant was directed to revise the project scope to reduce long-term water demand while maintaining safety and aesthetic objectives.

RECOMMENDED REVISIONS



REVISED PROJECT QUANTITY SUMMARY



	Large Trees - 4" Caliper	Ornamental Trees - 2" Caliper	Total Number of Trees
Initial Plan	56	385	441
Revised Plan	31 (⇩ 44.6%)	269 (⇩ 30.1%)	300 (⇩ 32.0%)

No new trees

REVISED PROJECT COST SUMMARY

- Original Engineer's Estimate = $801,700
- Lowest Responsive Bid = $692,764
- Revised Engineer's Estimate = $638,200

~20% reduction from Original Engineer's Estimate

All costs include a 10% contingency.

SMART IRRIGATION

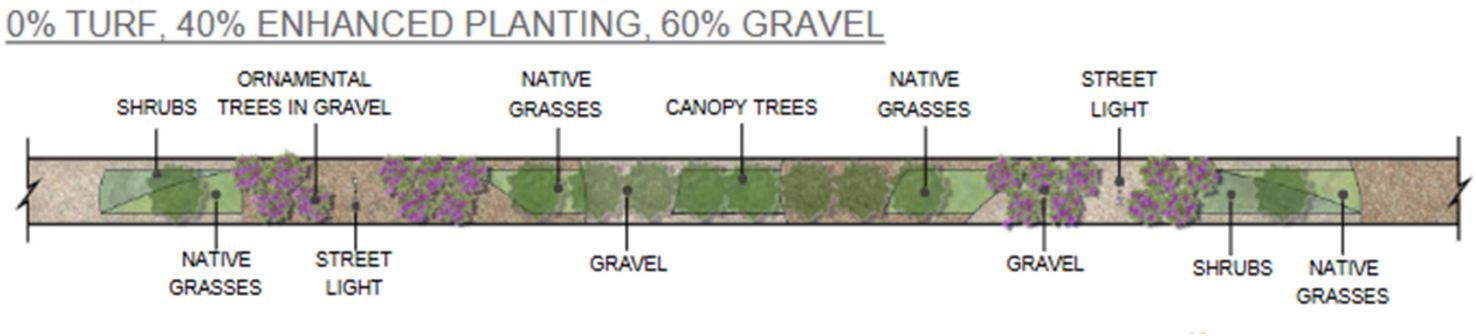
- Benefits of Smart Irrigation Controllers:
  - ✓ **Remote programming capability**
    - *Currently, staff must physically inspect/adjust each irrigation controller based on the seasons and based on weekly rainfall amounts*.
  - ✓ **Automated 'Leak Detection' notifications**
    - *Currently, leaks are detected by staff and residents driving adjacent to irrigation zones.*
  - ✓ **Integration with Weather Forecasts** - system will adjust watering times based on recent rainfall events.
    - *Currently, staff must physically adjust irrigation controllers after a rainfall event. Staff currently manages more than 30 irrigation controllers.*

FUTURE WIDENING PRESTON ROAD

- Trees located within future median openings along approximately 7 miles of Preston Road, from Frontier Pkwy to north of N Legacy Dr, have been removed to reduce construction costs, enhance safety, and minimize future conflicts.

- The proposed 4-inch Caliper trees can be transplanted within the project area, as needed, considering future Preston Road widening to help preserve mature trees.

XERISCAPE



- Estimated cost
  - Install cost ($)/mile with 26' wide median = $2.12M
    - Seven miles project scope = $2.12M x 7 miles = $14.6m

OUTCOMES AND ACTION REQUESTED

- The revised plans significantly reduce long-term water demand while maintaining safety and corridor aesthetics.

- The scope revisions directly address Council's water-use concerns raised in September 2025.
  - ✓ Minimize water use
  - ✓ Installation of smart irrigation system
  - ✓ Future widening of Preston Road

- The project is now ready to move forward after these revisions, or the scope can be changed to xeriscape.

QUESTIONS?

MINUTES
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 13, 2026
5:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

Closed to the public as provided in the Texas Government Code.

The City Council convened into Executive Session at 5:01 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a Development Agreement for Grace Bridge Temporary Parking.
B. Discussion regarding a Development Agreement for Creekway Shops.

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

C. Discussion regarding Project Kingsmen.
D. Discussion regarding Project Ruby.

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

E. Discussion regarding Mosiac land swap.
F. Discussion regarding Serenade land acquisition.
G. Discussion regarding Project Rooster.

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

H. Discussion regarding cybersecurity.

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

I. Discussion regarding City Manager annual evaluation.

The City Council closed Executive Session and reconvened into Open Session at 6:32 PM.

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

A. City of Celina's 150th Anniversary Proclamation. (Tubbs)
B. Presentation of the Planning Excellence Award. (Kleineck)
C. Chamber of Commerce Presentation. (Alexis Jackson)

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

A. Discussion on the future of Celina Oktoberfest. (Monaco)
B. Discussion regarding the Median Landscape Pattern Book. (McAfee)
C. Discussion regarding Water Conservation. (McAfee)
D. Discussion regarding E-bikes. (Cullison)
E. Discussion regarding the 2026 Joint Meeting between the Celina Economic Development Corporation Board and City Council. (Satarino)

VI. **OPEN FORUM:**

No one wished to speak during Open Forum.

VII. **CONSENT AGENDA:**

Mayor Tubbs removed Item F from the Consent Agenda for individual consideration.

MOTION: Council Member Ferguson motioned to approve the Consent Agenda, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 7-0.

A. Minutes Approval:
   1) City Council- Regular Meeting- December 9, 2025, 5:00 p.m.
B. Consider and act to approve a work authorization for design and construction management services for the Phase 5 Dark Fiber extension with Capco Communications, for an amount not to exceed $160,749.01. (Alexander)
C. 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)

   Ordinance No. 2026-001

D. Consider and act to purchase a fully outfitted commercial vehicle enforcement (CVE) truck for the Police Department from multiple vendors (Caldwell Country Ford, GTS Solutions, MCA, Motorola, Cap Fleet, AXON) through several cooperative contracts (Buyboard 724-23, DIR-CPO-5225, DIR-CPO-5433, DIR-CPO-5434, Buyboard 743-24) for an amount not to exceed $161,179.00. (Cullison)

E. Consider and act upon a Revocable License Agreement with Ramble Phase I, LLC, for Tower Licensed Area and Landscaping Licensed Area. (Glasgow)

F. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for the construction of Stallcup Boulevard east of CR 132 (N Custer Rd), approximately eight hundred feet (800'). (Glasgow)

MOTION: Deputy Mayor Pro Tem Grumbles motioned to approve Resolution 2026-001R, seconded by Mayor Pro Tem Cawlfield. The motion carried 7-0.

G. Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference and Section 3.02.351 National Electrical Code. (Hernandez)

Ordinance No. 2026-002

H. Consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Section 3.02.003 Adoption by Reference, Section 3.02.051 International Building Code, Section 3.02.101 International Fire Code, Section 3.02.151 International Residential Code, Section 3.02.201 International Mechanical Code, Section 3.02.251 International Fuel Gas Code, Section 3.02.301 International Plumbing Code, Section 3.02.401 International Energy Conservation Code, Section 3.02.451 International Property Maintenance Code, Section 3.02.501 International Swimming Pool and Spa Code, and Section 3.02.551 International Existing Building Code. (Hernandez)

Ordinance No. 2026-003

I. Consider and act upon a Resolution ordering and calling a General Election for the purpose of electing a Mayor, a Councilmember for Place 4, and a Councilmember for Place 5 for three (3) year terms each; authorizing a Joint Election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 2, 2026. (Owens)

Resolution No. 2026-002R

J. Consider and act upon a twenty-year agreement with Zapstand, LLC through a cooperative contract with TXShare (Contract #2024-074) for installation, maintenance and monitoring of AEDs at Old Celina Park and the Pavilion on the Square with an initial cost of $28,000.00 (for year 1) and an annual maintenance cost of $8,000.00 to include a three (3) percent annual increase for a total expense not to exceed $234,963.00. (Walsh)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 13 acres of Planned Development (PD) No. 84 with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the northeast corner of Dallas North Tollway and Punk Carter Parkway, within City limits, for City Limits Honda. (McAfee)

Mayor Tubbs opened the Public Hearing at 8:10 PM.

The applicant, Laura Ryan on behalf of Idea Auto Group, presented to City Council.

1) Julie Herrera spoke in support of the project.
2) Cecil Hebert spoke in support of the project.
3) Brenden Mesch, spoke in support of the project.
4) Rob Singer spoke in support of the project.
5) Matthew Kiran spoke in support of the project.
6) Evelyn Ward spoke in support of the project.
7) Mike Guevara spoke in support of the project.
8) Mike Rebro spoke in opposition to the project.
9) Chris Kolshi spoke in support of the project.
10) Kaitlyn Mathews spoke in opposition to the project.
11) Lacie Gomez spoke in opposition to the project.
12) Riley Boyd spoke in opposition to the project.
13) Jorge Almendares spoke in opposition to the project.
14) Stan Graff spoke in support of the project.
15) Austin Taylor spoke in support of the project.

Mayor Tubbs closed the Public Hearing at 9:00 PM.

MOTION: Council Member Hopkins motioned to deny the zoning change, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 6-1. Council Member Ferguson opposed.

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.03: Use Regulations, Part Two: Accessory Structures, and related sections of the Zoning Ordinance. (McAfee)

Mayor Tubbs opened the Public Hearing at 9:21 PM. Mayor Tubbs closed the Public Hearing at 9:21 PM.

MOTION: Council Member Wigginton motioned to approve Ordinance No. 2026-004, seconded by Mayor Pro Tem Cawlfield. The motion carried 7-0.

C. Conduct a Public Hearing to consider and act upon an Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuel use on approximately two (2) acres; generally located at the northeast corner of Coit Road and Frontier Parkway,

within the City limits, for 7-Eleven. (Mohan)

Mayor Tubbs opened the Public Hearing at 9:28 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 9:36 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-005, seconded by Mayor Pro Tem Cawlfield. The motion carried 7-0.

IX. ACTION ITEM:

A. Consider and act upon appointment to fill a one (1) year term on the Audit Committee. (Bromiley)

MOTION: Council Member Koehne motioned to appoint Mayor Tubbs and Councilmember Wigginton to a one-year term on the Audit Committee, seconded by Council Member Hopkins. The motion carried 7-0.

B. Consider and act to approve an Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC. (Satarino)

MOTION: Mayor Tubbs motioned to approve the Amended and Restated Economic Development and Performance Agreement with Celina Pop, LLC, seconded by Council Member Ferguson. The motion carried 7-0.

C. Consider approval of a Resolution nominating a candidate to fill a vacancy on the Denton Central Appraisal District Board of Directors. (Owens)

No action was taken.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 9:41 PM.

Approved on the 10th day of February 2026.

_____
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: February 10, 2026

Agenda Item:
Consider and act to approve fiber optic facilities relocation along Coit road with Capco Telecom, for an amount not to exceed $167,073.32. (Alexander)

Background Information:
CR97 between CR100 and CR96 is currently being re-aligned as Coit Road. This realignment is requiring all utilities, including the City's fiber optic cable, to be relocated to accommodate the new roadway. To complete this relocation, the City will need to run a new section of fiber through this area, and remove the existing facilities.

This fiber optic cable provides service to our City facilities, critical infrastructure, and Celina ISD schools.

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

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Proposal

Financial Consideration:

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

FIBER OPTIC FACILITIES RELOCATION ALONG COIT ROAD

Amy Alexander
Director of Information Technology
February 10, 2026



FIBER RELOCATION

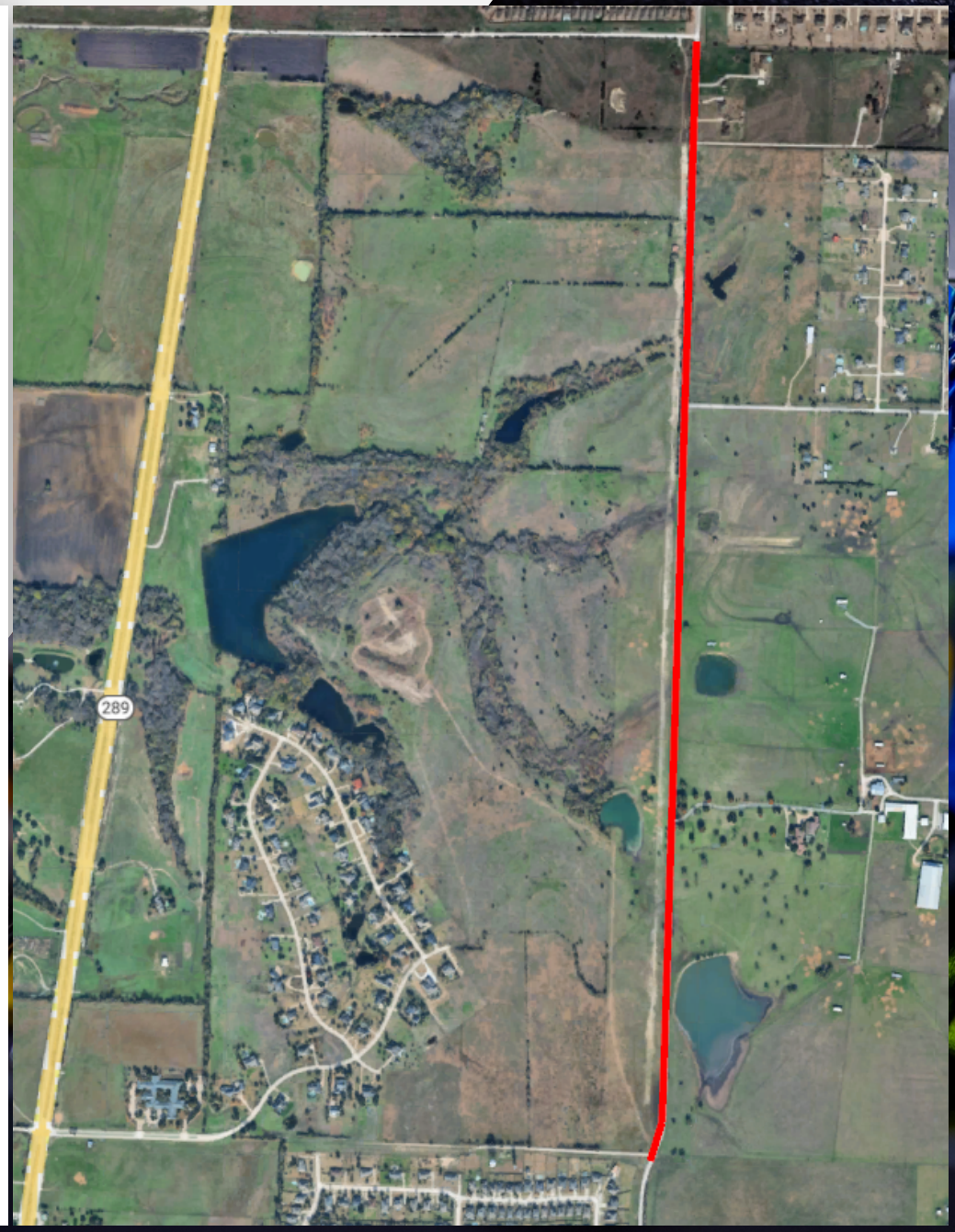
CR97 between CR100 and CR96 is currently being re-aligned as Coit road.

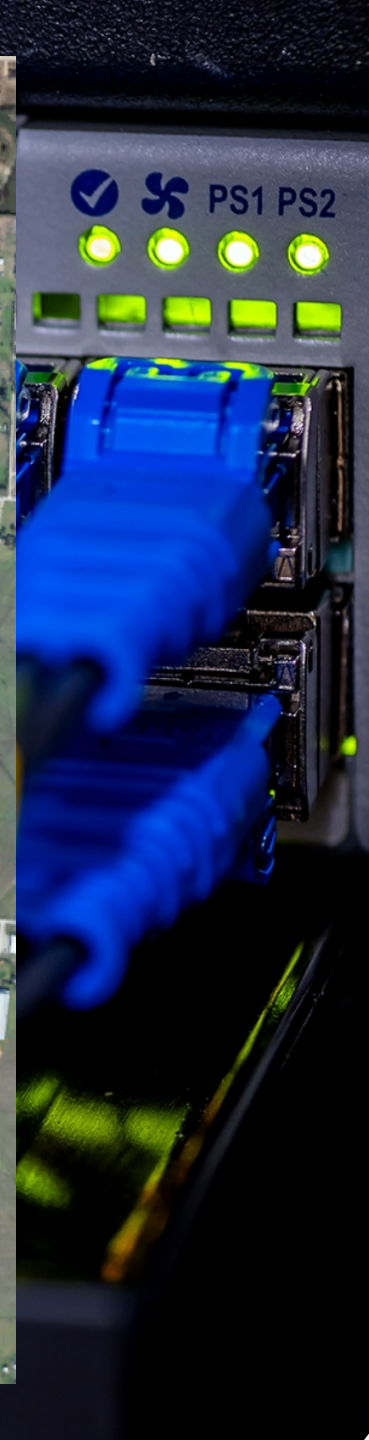
To complete this relocation, the City will need to run a new section of fiber through this area, and remove the existing facilities

This fiber optic cable provides service to our City facilities, critical infrastructure, and Celina ISD schools.

Vendor: Capco Telecom

Cost: $167,073.32





QUESTIONS?

Capco TELECOM

January 6th, 2026

City of Celina
501 E Pecan Street
Celina, Texas 75009

Attention: Alden Gleason

Reference: City of Celina OSP Fiber Relocation for Coit Road Ramble Development Project
The scope of work is as follows:

1. Install 2095 +/- LF of 2-1.5IN HDPE SDR11 Conduit(s) from the pole to remain at the Southeast corner of Coit Road and Settlers Ridge Road (CR 96) to GCEC planned pole number **40**.
2. Install 231 +/- LF of 2-1.5IN HDPE SDR11 Conduit(s) from GCEC planned pole number **2** to the Northwest corner of Coit Road and G.A. Moore Parkway (CR 100).
3. Attach 5654 +/- LF of City of Celina strand on new GCEC poles.
4. Proof 1752 +/- LF of conduit(s) installed by others.
5. Install 7 risers, down guys, and anchors at planned riser poles.
6. Install 9598 +/- LF of new 144CT City of Celina OSP Fiber provided by the Owner on new strand and conduit(s) installed by others.
7. Splice 144 strands of new proposed City of Celina OSP fiber into existing fiber to remain at the Northwest corner of Coit Road and G.A. Moore Parkway.
8. Splice 144 strands of new proposed City of Celina OSP fiber into existing fiber to remain at Coit Road and County Road 96.
9. Remove 7406 +/- LF of existing City of Celina OSP Fiber in conflict.
10. All fiber testing with documented test results.
11. All Permitting and Project Management necessary to complete the project.

The cost of this work will be.....$ 167,073.32

Respectfully,

Kyle Capps

Kyle Capps
Capco Telecom LLC

13606 Big Indian Road • Gainesville, Texas 76240 • (940) 668-4085

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: February 10, 2026

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 January.

- $3,738,030 in Integrity Fund expenses to transfer the tree mitigation fund balance to the Tree Mitigation Fund.
- $58,880 in General Fund expenses for the animal control contract.
- $14,000 in Downtown fund expenditures funded by golf tournament revenues.
- $145,623 in General Fund expenses to roll forward an FY 2025 PO for Asset Management Services.
- $128,000 in General Fund will be transferred from the Miscellaneous Department, alongside reallocated matching funds from the Police Department (due to the city not

receiving the COPS Grant), to fund the hiring of four new Police Officers starting in April 2026.

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
February 10, 2026



DETAILS

- Transfer the tree mitigation fund balance from Integrity Fund to Tree Mitigation Fund.
- $58,800 in General Fund expenses for an increase in the animal control shelter contract.
- $14,000 in Downtown Fund expenses funded by golf tournament revenue.

Fund	Type	Description	Adjustment
Tree Fund	Transfers In	Transfer In Tree Mitigation Tree Fund Balance	(3,738,030)
Integrity Fund	Transfers Out	Transfer Out Tree Mitigation Tree Fund Balance	3,738,030
General Fund	Fund Balance	Fund Balance Offset	(58,880)
General Fund	Animal Control-Shelter/M&O	Animal Control Shelter Contract	58,880
Downtown Fur	Golf Tournament	Golf Tournament Revenue	(14,000)
Downtown Fur	Golf Tournament	Golf Tournament Expenditures	14,000

DETAILS

- $145,623 to roll forward an FY 2025 PO for Asset Management Services to FY 2026.
- $128,000 for 4 Police Officers hired in April.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Fund Balance Offset	(145,623)
General Fund	Special Projects	Engineering PO Roll Forward for Asset Management	145,623
General Fund	Salaries	4 Police Officers April Hire	(128,000)
General Fund	Salaries	4 Police Officers April Hire	128,000

QUESTIONS?

ORDINANCE NO. 2026-____

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.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of February 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: February 10, 2026

Account #	Account Name	Description	Adjustment
130-400-000-4900	Transfers In	Transfer In Tree Mitigation Tree Fund Balance	(3,738,030)
123-123-000-7500	Transfers Out	Transfer Out Tree Mitigation Tree Fund Balance	3,738,030
102-31-3050	Fund Balance	Fund Balance Offset	(58,880)
102-111-000-6270	Animal Control-Shelter/M&O	Animal Control Shelter Contract	58,880
112-400-000-4619	Golf Tournament	Golf Tournament Revenue	(14,000)
112-127-000-6720	Golf Tournament	Golf Tournament Expenditures	14,000
102-31-3050	Fund Balance	Fund Balance Offset	(145,623)
102-108-000-6700	Special Projects	Engineering PO Roll Forward for Asset Management Services	145,623
102-123-000-6100	Salaries	4 Police Officers April Hire	(128,000)
102-112-000-6100	Salaries	4 Police Officers April Hire	128,000

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Consider and act upon a Resolution to apply for Crisis Negotiation Equipment and Vehicle with Project Safe Neighborhoods Grant Program. (Cullison)

Background Information:
The City of Celina Police Department proposes the acquisition of specialized crisis negotiation equipment and a dedicated Hostage Negotiation Team (HNT) vehicle to enhance response to high-risk and violent incidents. This project includes the purchase of a BRINC Ball communication device with LiveOps software, a Rescue Phone QUAD™ Crisis Response Module, and a purpose-built mobile command vehicle. Together, these resources allow negotiators to rapidly establish communication, maintain safe distance, coordinate command decisions, and resolve volatile incidents through de-escalation. The project directly supports Project Safe Neighborhoods goals by reducing the likelihood of violence, protecting officers and the public, and increasing accountability.

The Celina Police Department regularly responds to incidents involving barricaded subjects, suicidal individuals, and high-risk confrontations. These incidents require immediate, reliable communication to prevent escalation. Currently, the department has limited standoff communication tools and no dedicated negotiator vehicle, forcing officers to operate closer to threats and rely on improvised command spaces. These limitations increase the risk of injury, delay resolution, and heighten the potential for use of force. Dedicated crisis negotiation technology and a mobile command platform are necessary to address this operational gap.

Legal Review:
Legal has reviewed the Resolution.

Supporting Documents:
1. Staff Presentation

2. Resolution

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

Staff Recommendation:
Staff recommends approving the Resolution as presented.

Celina Police Department

Project Safe Neighborhoods (PSN) Grant
Resolution of Intent to Apply

John A. Cullison #616
Police Chief
February 10, 2026



OVERVIEW

- Project Safe Neighborhoods (PSN) is a federal grant program administered through the Texas Office of the Governor using DOJ funding.
- The program focuses on reducing violent crime and strengthening law enforcement response capabilities.
- Grant eligibility requires authorization from the governing body prior to application submission.

PURPOSE OF RESOLUTION

- Authorize submission of a Project Safe Neighborhoods (PSN) grant application.
- Resolution is required as part of the grant application process.
- If awarded, the City acknowledges responsibility for all grant compliance and reporting requirements.

INTENDED USE OF FUNDS (IF AWARDED)

- Fund critical equipment for the Celina Police Department Crisis Negotiation Team.
- Includes acquisition of a dedicated Command Vehicle and supporting equipment.
- Enhances response to high-risk incidents including:
- Barricaded subjects and hostage situations
- Armed individuals experiencing a mental or emotional crisis
- Suicidal subjects requiring negotiation to prevent violence

FISCAL IMPACT & VALUE

- No local match is required for this grant.
- No immediate fiscal impact to the City.
- Improves officer safety, coordination, and response effectiveness during critical incidents.
- Provides a mobile command capability without reliance on outside agencies.

QUESTIONS?

RESOLUTION NO. 2026-____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS OFFICE OF THE GOVERNOR PROJECT SAFE NEIGHBORHOOD GRANT APPLICATION REQUESTING FUNDING FOR A CRISIS NEGOTIATION TEAM COMMAND VEHICLE AND EQUIPMENT.

WHEREAS, the City Council of the City of Celina finds it in the best interest of the citizens of the City of Celina, that the Crisis Negotiation Team Command Vehicle and Equipment Project operate in the Year 2026; and

WHEREAS, the City Council of the City of Celina agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Celina assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council of the City of Celina designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City Council of the City of Celina designates the Director of Finance as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

Section 1. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. The City Council of the City of Celina, Texas authorizes the City Manager or his designee to make a grant application to fund the approved technology, equipment, and training to the Office of the Governor for the Project Safe Neighborhood Grant and accept such grant if it is awarded.

Section 3. The City of Celina will return in full any grant funds provided through this grant program that are used for any other purpose not authorized by the grant.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of February 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Grant Number: 5734901

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Consider and act upon a Resolution authorizing the Police Department to apply for a grant for Leica Scanning equipment. (Cullison)

Background Information:
The Police Department is seeking a resolution to pursue the Edward Byrne Memorial Justice Grant (Grant). The eligible funding includes equipment supporting criminal investigations. The Police Department is seeking the grant to fund the purchase of Leica scanning equipment.

Leica scanning equipment is an advanced three-dimensional (3D) laser scanning technology used by law enforcement agencies to document crime scenes, collision scenes, and critical incidents with a high level of accuracy. The equipment captures millions of precise measurements to create detailed digital representations of scenes, preserving evidence in its original condition. This technology supports investigative analysis, courtroom presentation, and officer safety by reducing time spent in active roadways or unstable environments. Leica scanners are widely used by law enforcement agencies to enhance evidentiary documentation, improve investigative efficiency, and support accurate, defensible case outcomes.

Legal Review:
Legal has reviewed the Resolution.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:

Funding is available through the Edward Byrne Memorial Justice Assistance Grant. 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 grant resolution as presented.

Celina Police Department

Criminal Justice Grant Program (Bryne JAG)

Resolution of Intent to Apply

John A. Cullison #616

Police Chief

February 10, 2026



OVERVIEW

- Edward Byrne Memorial Justice Assistance Grant (JAG) administered by the Texas Office of the Governor.
- Supports law enforcement initiatives that enhance public safety and investigative capabilities.
- Eligible funding includes equipment supporting criminal investigations.

PURPOSE OF RESOLUTION

- Authorize submission of a Criminal Justice Program (JAG) grant application.
- Resolution required as part of the grant application process.
- City acknowledges responsibility for grant requirements if awarded.

INTENDED USE OF FUNDS (IF AWARDED)

- Purchase of a Leica forensic scanning system.
- Supports crash reconstruction, major crime scenes, and officer-involved investigations.
- Provides accurate documentation and courtroom-ready visual evidence.

FISCAL IMPACT & VALUE

- No local match required.
- No immediate fiscal impact to the City.
- Future costs limited to software if the grant is awarded.
- Enhances investigative efficiency and reduces reliance on outside agencies.

QUESTIONS?

RESOLUTION NO. 2026-_____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING THE CITY MANAGER OF THE CITY OF CELINA, TEXAS TO APPROVE THE TERMS AND CONDITIONS OF THE CRIMINAL JUSTICE GRANT PROGRAM - JUSTICE ASSISTANCE GRANT (JAG) APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR FUNDING LAW ENFORCEMENT EQUIPMENT AND TECHNOLOGY; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, The City Council of the City of Celina, Texas finds it in the best interest of the citizens of Celina that the Criminal Justice Grant Program - Justice Assistance Grant (JAG) be operated for the 2027 Fiscal Year; and

WHEREAS, The City Council of the City of Celina, Texas finds that this grant does not require matching funds on behalf of the applicant; the City would be approving an application for grant funds to complete the purchase of law enforcement technology and equipment; and

WHEREAS, The City Council of the City of Celina agrees that in the event of loss or misuse of the Office of the Governor Criminal Justice Division funds, The City of Celina assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City Council of the City of Celina designates the City Manager or their designee as the grantee's authorized official with the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Council of the City of Celina designates the Director of Finance as the grantee's financial officer, with power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

Section 1. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. The City Council of the City of Celina, Texas authorizes the City Manager or his designee to make a grant application to fund the approved technology, equipment, and training to the Office of the Governor, Criminal Justice Division for the Criminal Justice Grant Program – Justice Assistance Grant and accept such grant if it is awarded.

Section 3. The City of Celina will return in full any grant funds provided through this grant program that are used for any other purpose not authorized by the grant.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 10th day of February 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: FY27 Celina PD JAG

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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: February 10, 2026

Agenda Item:
Consider and act to award RFP 2025-026 for disaster debris clearance and removal services to multiple vendors. (Figueroa)

Background Information:
The purpose of this RFP is to establish multiple contracts that can be used in the event of a disaster, which might result from severe weather events, etc. The activation of the contract is contingent on disaster imminence or occurrence, and is initiated by the City's designated representative as outlined in section 15.4 of the City's procurement policy. This contract will remain dormant until activated in a time of need.

Staff recommends awarding the following vendors:

- Primary: DRC Emergency Services, LLC
- Secondary: Dynamic Group, LLC
- Tertiary: TFR Enterprises, Inc
- Quaternary: CTC Disaster Response

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. DRC Agreement
3. Dynamic Agreement

4. TFR Agreement
5. CTC Agreement
6. Agenda Recap
7. Scoring Result

Financial Consideration:
No funding is necessary at this time.

Staff Recommendation:
Staff recommends awarding the RFP as presented.

RFP 2025-026
DISASTER DEBRIS CLEARANCE AND REMOVAL

City Council Meeting
February 10, 2026



SOLICITATION

Request for proposal #2025-026 for disaster debris clearance and removal service was posted to the City's eProcurement system and advertised in the local paper a total of 191 vendors were invited to participate.

Eight responses were received:

- Aftermath Disaster Recovery
- CTC Disaster Response, Inc
- DRC Emergency Services, LLC
- Dynamic Group, LLC
- Looks Great Services of MS, Inc
- Phillips Environmental, LLC.
- Plano Tree Care Inc
- TFR Enterprises, Inc

TIMELINE

- 06/27/2025 Bid Issued
- 07/21/2025 Bid Extended
- 07/30/2025 Question Deadline
- 08/07/2025 Bids Due
- 08/07/2025 Purchasing Evaluation Begins
- 08/12/2025 Committee Evaluation Begins
- 12/22/2025 Committee Recommendation Finalized
- 12/29/2025 Contracts Finalized

EVALUATION

A three-person evaluation committee consisted of members from both the Public Works and Fire departments.

Submittals were scored based on the following evaluation criteria:

(100 Available Points)

- 40 Points Cost of Services
- 25 Points Past Experience
- 20 Points Resources of Contractor to Achieve Work Objectives (Labor, equipment, etc)
- 15 Points Competence and Experience of Key Personnel, Management Staff, and Supervisors

CONCLUSION

Based on the evaluated responses, staff recommends awarding the following:

- Primary: DRC Emergency Services, LLC
- Secondary: Dynamic Group, LLC
- Tertiary: TFR Enterprises, Inc
- Quaternary: CTC Disaster Response

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 **DRC Emergency Services, LLC** (Provider) for **Disaster Debris Clearance and Removal** (Project) awarded as the primary vendor. 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 **Disaster Debris Clearance and Removal**. The Provider agrees to provide services relative to the following Project: **RFP 2025-026 Disaster Debris Clearance and Removal** (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 four 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
DRC Emergency Services, LLC
attn: Kristy Fuentes
PO BOX 17017
Galveston, TX 77552

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. **Primary Award.** Provider has been awarded as the primary vendor, meaning the City shall contact provider first for services. In the event that the primary awarded vendor cannot meet the City's needs, the City will move on to the secondary, tertiary, or quaternary vendors. If the City determines it necessary to activate multiple vendors' contracts, the provider will be contacted for services in the order of award. There is no exclusive right to be the sole vendor receiving work from the City.

29. **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

Kristy Fuentes, Vice President
Type/Print Name and Title

12/29/2025
Date

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 **Dynamic Group, LLC** (Provider) for **Disaster Debris Clearance and Removal** (Project) awarded as the secondary vendor. 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 **Disaster Debris Clearance and Removal**. The Provider agrees to provide services relative to the following Project: **RFP 2025-026 Disaster Debris Clearance and Removal** (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 four 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
Joshua McCoy
3045 Westfork Drive
Baton Rouge, LA 70816
jmccoy@dynamicgrp.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. **Secondary Award.** Provider has been awarded as the secondary vendor, meaning the City shall contact the primary vendor for service prior to provider. In the event that the primary awarded vendor cannot meet the City's needs, or the City determines it necessary to activate multiple vendors' contracts, the provider will be contacted for services in the order of award. There is no exclusive right to be the sole vendor receiving work from the City.

29. **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

Joshua P. McCoy
Type/Print Name and Title

12/29/2025
Date

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 **TFR Enterprises, Inc.** (Provider) for **Disaster Debris Clearance and Removal** (Project) awarded as the tertiary vendor. 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 **Disaster Debris Clearance and Removal**. The Provider agrees to provide services relative to the following Project: **RFP 2025-026 Disaster Debris Clearance and Removal** (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 four 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
TFR Enterprises, Inc
Tipton F Rowland
601 Leander Drive, Leander, Texas 78641
tiffany@tfrinc.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. **Tertiary Award.** Provider has been awarded as the tertiary vendor, meaning the City shall contact the primary and secondary vendor for service prior to provider. In the event that the primary and secondary awarded vendors cannot meet the City's needs, or the City determines it necessary to activate multiple vendors' contracts, the provider will be contacted for services in the order of award. There is no exclusive right to be the sole vendor receiving work from the City.

29. **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

Tipton F Rowland, CEO
Type/Print Name and Title

12/29/2025
Date

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 **CTC Disaster Response, Inc.** (Provider) for **Disaster Debris Clearance and Removal** (Project), awarded as the quaternary vendor. 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 **Disaster Debris Clearance and Removal**. The Provider agrees to provide services relative to the following Project: **RFP 2025-026 Disaster Debris Clearance and Removal** (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 four 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
CTC Disaster Response, Inc.
4011 SW 29th St. #130
Topeka, KS 66614
ggathers@ctcdisaster.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. **Quartenary Award.** Provider has been awarded as the quaternary vendor, meaning the City shall contact the primary, secondary, and tertiary vendor for service prior to provider. In the event that the primary, secondary, or tertiary awarded vendors cannot meet the City's needs, or the City determines it necessary to activate multiple vendors' contracts, the provider will be contacted for services in the order of award. There is no exclusive right to be the sole vendor receiving work from the City.

29. **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

Greg Gathers, Dec 23, 2025 13:39 15 CST

Greg Gathers, President
Type/Print Name and Title

12/23/2025
Date

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-026
DISASTER DEBRIS CLEARANCE AND REMOVAL
PROJECT #: N/A

Bid Opening Date	August, 7, 2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	191
Number of Submissions:	8
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	8
Number of No Bids	1
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
Eight responses were received. An initial review was completed by Purchasing to determine the responsiveness of each bidder. Upon review, all submittals were deemed responsive.

The eight responses were sent to the evaluation team for further review. After further review, four firms were selected for award.

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

Recommended Vendor(s):	DRC Emergency Services (Primary), Dynamic Group (Secondary), TFR Enterprises (Tertiary), CTC Disaster Response (Quaternary)
Contract Term:	One-year initial term with four optional one-year renewals.

Benjamin Sutton	12/29/2025
Submitted By	Date

Supplier Scoring Summary **2025-026 Disaster Debris Clearance and Removal**

Supplier	Rank	Score	Cost	Cost - Formula based	Past Experience	Project 1	Project 2	Project 3	Project 4	Project 5	Documentation Experience	Resources of Contractor to Achieve Work Objectives	Equipment List	Service Levels	Ability to Increase Workload Capacity	Qualified Staff Members (Available Staff)	Competence and Experience of Key Personnel	Experience of the Team	Methodology and Approach
		100		40.00		4.00	4.00	4.00	4.00	4.00	5.00		5.00	5.00	5.00	5.00		5.00	10.00
DRC Emergency Services, LLC	1	75.59		20.76		3.83	3.83	3.67	3.67	4.00	4.67		4.83	4.33	4.00	3.83		4.83	9.33
Dynamic Group, LLC	2	72.99		22.82		3.33	3.33	3.00	3.00	2.83	4.67		3.50	4.67	4.33	4.17		4.67	8.67
TFR Enterprises, Inc	3	70.85		17.02		3.83	3.67	3.50	3.33	3.17	4.50		4.83	4.67	3.17	4.83		4.83	9.50
CTC Disaster Response, Inc.	4	68.00		40.00		3.17	3.17	2.83	2.83	2.83	0.00		4.67	3.33	1.83	0.00		3.33	0.00
Aftermath Disaster Recovery	5	67.39		14.22		3.50	3.83	3.33	3.33	4.00	4.33		4.33	4.67	3.33	4.67		4.50	9.33
Looks Great Services of MS, In	6	65.19		12.19		3.83	3.67	4.00	3.33	3.50	4.33		4.83	4.67	3.50	4.50		4.17	8.67
Phillips Environmental, LLC.	7	63.55		13.55		3.33	3.33	3.33	3.00	3.00	3.83		4.33	3.67	3.83	4.33		4.33	9.67
Plano Tree Care Inc	8	38.41		6.08		1.50	1.50	1.83	1.83	1.50	3.00		2.67	2.67	2.50	2.50		2.83	8.00
		65.25		18.33		3.29	3.29	3.19	3.04	3.10	3.67		4.25	4.08	3.31	3.60		4.19	7.90

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shannon Gartner, Human Resources Director
CC:
Date: February 10, 2026

Agenda Item:
Consider and act to approve an Amended and Restated Employment Agreement with Robert Ranc for the position of City Manager. (Gartner)

Background Information:
The City Council conducted the city manager's annual performance evaluation in executive session at the January 13, 2026, City Council meeting. Based on the annual evaluation, the City Council directed the city attorney to prepare the attached amended and restated employment agreement between the City of Celina and City Manager Robert Ranc. The terms of the amended agreement are largely the same from the previous agreement and associated amendments, other than including a 3 percent increase in base pay and extending the term of the contract to 2026 - 2029.

Legal Review:
The amended and restated agreement was prepared by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. City Manager Employment Agreement

Financial Consideration:

Staff Recommendation:



City Manager Employment Contract

February 10, 2026

Contract Terms

Changes from previously adopted contract and amendments

- Base pay increased by 3 percent
- Contract term extended - 2026 to 2029



Questions?

CITY OF CELINA
AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and effective beginning the 10th day of February 2026 by and between **ROBERT RANC** ("Employee") and the **CITY OF CELINA** ("Employer"). In consideration of the mutual covenants described in this Agreement, Employee and Employer acknowledge and agree as follows:

WHEREAS, Employer and Employee entered into an Employment Agreement dated November 14, 2023, providing for the employment of ROBERT RANC as City Manager for the City of CELINA, Texas (the "Original Agreement"); and

WHEREAS, Employer and Employee entered into a First Amendment to the Original Agreement dated February 11, 2025 (the "First Amendment"); and

WHEREAS, Employer and Employee entered into a Second Amended and Restated Employment Agreement dated October 14, 2025 (the "Second Amendment").

WHEREAS, following the completion of his second year within the contract term of the Original Agreement, as amended by the First Amendment, Employer and Employee mutually desire to replace, amend and restate the Original Agreement and the First Amendment in their entirety with this Agreement.

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 Agreement shall remain in effect for three years from the date of execution, with an option to extend this term in twelve-month increments by mutual agreement.

II. **Compensation; Base Salary; Adjustment to Base Salary.** Employer shall provide the Employee with an increase of three percent to his current compensation for an annual salary of Two Hundred-Fifty-Nine Thousand, Five Hundred Sixty Dollars and No/Cents ($259,560). 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. 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, but in no event shall Employee be paid less than the Base Salary. All salary or benefit adjustments must be agreed to in writing by the Parties after having been made through lawful resolution of the Employer are thereby automatically adopted and become an integral attachment

to this Agreement without further amendment. 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. Unused vacation and sick days shall carry over and accrue from year to year in the same manner as allowed for other non-civil service employees and as provided in Employer's Personnel Handbook and Policy Manual.

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 by providing 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 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 twenty (20) weeks (4.6 months) of the Employee's salary. All severance pay shall be paid as a lump sum and is subject to usual and customary withholding, including TMRS contributions.

2. If such termination is for cause, as that term is defined herein 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 and Employee is determined by the City Council not to have corrected the documented deficiency, Employee may be terminated for cause.

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.

VI. **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. This Agreement shall replace and nullify the Original Agreement, the First Amendment and the Second Amendment. 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, other than the Severance Agreement dated October 14, 2025, which shall remain in effect.

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

To Employer: Mayor Ryan Tubbs
City of Celina
142 N. Ohio St.
Celina, Texas 75009

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.

CITY OF CELINA	EMPLOYEE
_____	_____
Ryan Tubbs, Mayor	ROBERT RANC

EXHIBIT A
CITY MANAGER JOB DESCRIPTION

Exhibit A

JOB TITLE	City Manager
FLSA STATUS	Exempt
UPDATED	July 2023

It is an exciting time to work for the City of Celina. We are growing and looking for dedicated and collaborative people to join our team of talented and valued employees. High performing organizations have a set of principles, core values that are used to implement their goals and objectives. Those values represent what we are deeply passionate about and guides the decisions of the individual employees and the organization. At the City of Celina, we demonstrate our high performance by modeling the Values of **Excellence, Community, Integrity** and **Service** and it is expected of all we employ.

SUMMARY: Under administrative direction of City Council, performs duties of Chief Administrative Officer in the administration of all services, affairs and programs of the city. Provides administrative direction and guidance to all departments, develops and administers the annual City budget, establishes and monitors internal controls and coordination of City programs, and prepares long and short-term strategic plans to meet organizational and development needs of the City.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

ESSENTIAL JOB FUNCTIONS:

- Supervises professional, technical, and clerical personnel; supervisory duties including instructing; assigning, reviewing, and planning work of others; monitoring standards; coordinating activities; allocating personnel; and recommending employee transfers, promotions, and salary increases as appropriate.
- Conducts one on one meetings with city staff, and consults with department and division heads, to review assigned projects, resolve personnel issues, and to gather pertinent information.
- Responds to and resolves citizen inquires and concerns; negotiates and resolves controversial issues; responds to City Council and city management team in a timely manner.
- Interacts with City Council Members on regarding City issues, programs, and special projects.
- Prepares and recommends to the City Council the annual operating, capital and other budgets. Administers approved budget through appropriate internal controls and provides technical assistance and advice regarding revenue, expenditures, appropriations, allotment control, supplemental requests and the sale of bonds.

- Interprets and administers City Ordinance; implements City and Council policies.
- Consults with and directs department directors in solving administrative problems, developing and implementing changes in organization, procedures, or policies to meet City goals and objectives.
- Reviews applicable Federal, State and City laws, ordinances and regulations for compliance and makes recommendations to appropriate departments where non-compliance issues might arise or to develop and implement new ordinances and regulations to enhance, update, modify or clarify existing ordinances.
- Develops and coordinates City affairs with Federal, State and local entities, Federal and State agencies, civic and private groups and citizens.
- Promotes City programs, activities, services and business opportunities in order to increase economic development opportunities.
- Negotiates relocation and tax incentive packages.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of administrative, organizational and management practices and procedures related to similar size and growth municipalities.
- Knowledge of public finance, budgeting and budgetary controls related to the implementation of municipal government laws, rules, and regulations.
- Knowledge of Public Relations and Customer Service methods, practices, and techniques.
- Knowledge of research, analysis, and application methods, practices and resources including legal, economic development and planning, technical reference
- Knowledge of computers and related equipment, hardware, and software.
- Knowledge of City policies and procedures.
- Skill in planning, organizing, coordinating, and directing complex projects.
- Skill in effective oral and written communications including preparation and presentation of technical reports and materials.
- Skill in networking with internal/external administrative officials at the Federal, State and local levels as well as private and public foundations
- Skill in planning, developing, and implementing City policies, procedures and objectives.
- Skill in effectively directing, supervising, and delegating duties to Director level staff.
- Skill in negotiating, mediating, and resolving customer complaints and concerns.

MINIMUM QUALIFICATIONS:

- Master's degree in public administration, Business, or closely related field; supplemented seven (7) years previous experience that includes work in municipal government; or an equivalent combination of education, training, and experience.
- Must reside within City limits within a time specified by the City Council.
- Must be bondable.

- Must pass a pre-employment drug screening and/or post-offer physical exam.
- Must possess State of Texas Driver's License.

WORKING CONDITIONS:

- Work is performed in an office setting.
- May be subject to repetitive motion such as typing, data entry and vision to monitor.
- May also be subject to extended periods of standing and sitting during presentations or attending public and special events.
- May be exposed to weather extremes during attendance/participation at public events.
- May work extended hours, evenings and weekends.

EQUIPMENT AND TOOLS UTILIZED:

- Equipment utilized includes personal computer, (Microsoft Office), copier, calculator, fax machine, and telephone and City vehicles.

CONDITIONS OF EMPLOYMENT:

- Must pass all relevant pre-employment screening/tests/examinations.
- Must possess State of Texas Driver's License or be able to acquire within reasonable time.

ACKNOWLEDGEMENT:

I acknowledge that I have read and understand the duties necessary to be successful in this position. I understand this description is not an employment agreement or contract and the City has the exclusive right to alter this description at any time without notice. If, at any time, I become unable to perform the essential functions of the above position, it is my responsibility to notify my supervisor and/or Human Resources.

_____ _____

Employee Printed Name Date

_____

Employee Signature

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions described herein.

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: February 10, 2026

Agenda Item:
Consider and act to award CSP 2026-014 for the construction of the Bluewood Homeowners Association (HOA) open-space landscaping adjacent to Ownsby Parkway (from their western property line to County Road 83) to SRH Landscapes, LLC., in the amount of $184,853.75 plus a ten (10) percent contingency of $18,485.38 for a total amount not to exceed $203,339.13. (Glasgow)

Background Information:
The City of Celina reconstructed Ownsby Parkway from Preston Road to Coit Road in 2024. The roadway was widened from a two-lane rural cross-section to a four-lane divided roadway. The City obtained a temporary construction easement from the Bluewood Homeowners Association (HOA) as part of the construction project. The landscaping within the HOA open space along Ownsby Parkway—from the western boundary of the Bluewood subdivision to County Road 83—was disrupted during the reconstruction of Ownsby Parkway. Under the terms of the temporary construction easement granted to the city by Bluewood Phase 3 LLC, the City is responsible for restoring the landscape to its original condition or better.

City staff worked with the Bartlett Tree Experts and the Bluewood HOA to provide an enhanced level of monitoring and fertilization in 2025 to preserve existing trees. At the end of the season, staff again met with the HOA and determined that a full replacement was needed. Staff hired the original landscape architect to develop a set of plans that would replace the previous landscaping with an equivalent landscape package under the new site conditions.

This contract covers the restoration of the landscaping and the associated irrigation system. The HOA has requested that its current landscape company, Land Care Management Services, be awarded the contract to provide continuous service. However, the company was not the apparent low bidder and therefore cannot be awarded the contract.

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

Supporting Documents:
1. Staff Presentation
2. Location map
3. Agreement
4. Recap
5. Bid Tab

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

Staff Recommendation:
Staff recommends awarding the contract as presented.

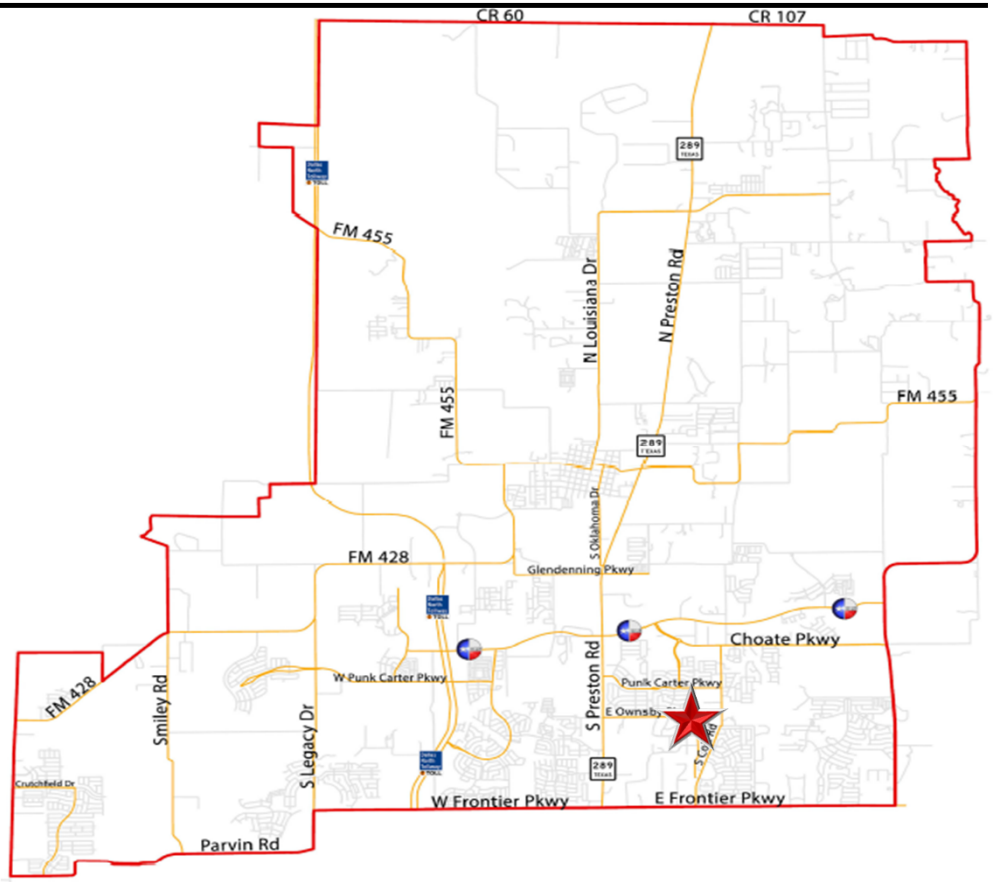
BLUEWOOD HOA OPEN SPACE LANDSCAPING ADJACENT TO OWNSBY PARKWAY

February 10, 2026

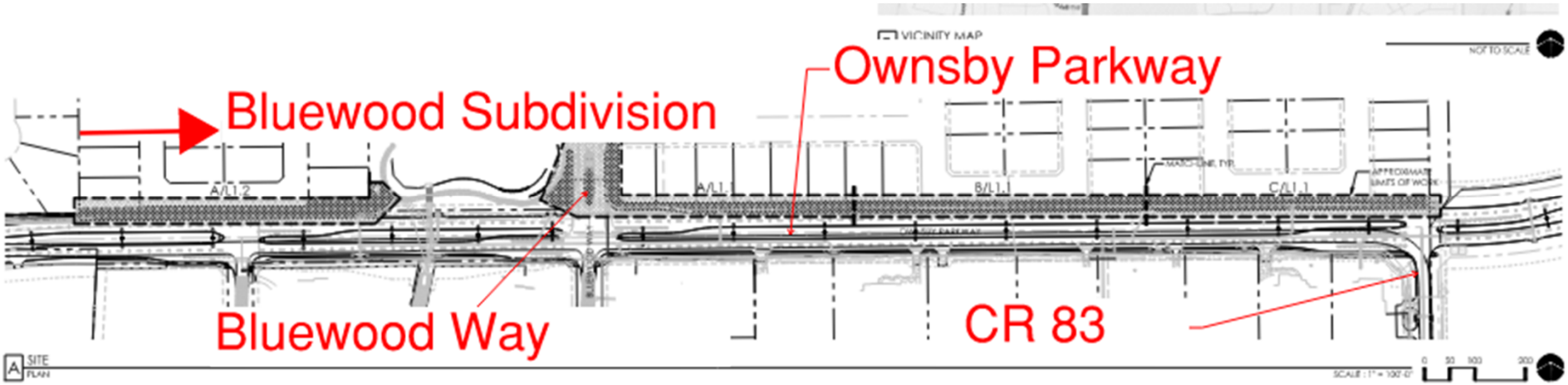
Andy Glasgow, P.E., PMP, CFM, ENV SP
Director of Engineering



LOCATION MAP



LOCATION MAP



INTRODUCTION

- The landscaping within the Bluewood Homeowner's Association (HOA) open space along Ownsby Parkway—from the western boundary of the Bluewood subdivision to County Road 83—was disrupted during the reconstruction of Ownsby Parkway.

- Under the terms of the temporary construction easement granted to the city by Bluewood Phase 3 LLC, the city is responsible for restoring the landscape to its original condition or better.

- This contract covers the restoration of the landscaping and the associated irrigation system.





SCOPE OF WORK



- The project includes site clearing, grading, hardscape installation, planting, and irrigation system setup for approximately 31,717 SF of landscape area.

- Work will consist of the following
  - Demolition & Clean-Up: Removal of dead trees, shrubs, debris, and irrigation remnants; chemical and manual weed eradication.
  - Site Preparation: Fine grading, topsoil import, and finish grading for all landscape areas.
  - Hardscape: Installation of stone gravity retaining wall (approx. 106 LF, 18" height), steel edging (approx. 148 LF), and Tejas black riprap (approx. 160 SF).

BID 2026-014

- First lowest apparent bidder is SRH Landscapes LLC
- Opinion of Probable Construction Cost (OPCC): $ 266,178.94
- Bid Price : $184,853.75
- 10% Contingency: $18,485.38
- Total Not to Exceed: **$203,339.13**

Responding Supplier	City	State	Response Total
Infinite Inspect P.L.L.C	Carrollton	TX	$0.00
SRH Landscapes LLC	Dallas	TX	$184,853.75
Central North Construction, LLC	Allen	TX	$197,907.55
Pace Turf Solutions (Pace Construction Services)	Melissa	TX	$205,000.00
PERFECT FINISH LANDSCAPING (ALCC, LLC)	Denton	TX	$219,452.86
Premier Site Services, LLC	Fort Worth	TX	$229,538.00
American Landscape Systems Inc	Lewisville	TX	$234,391.40
Land Care Management Services	Lewisville	TX	$238,237.96
The Fain Group	Fort Worth	TX	$238,982.96
C. Green Scaping, LP	Fort Worth	TX	$287,969.05
Ratliff Hardscape, Ltd	Carrollton	TX	$302,227.25

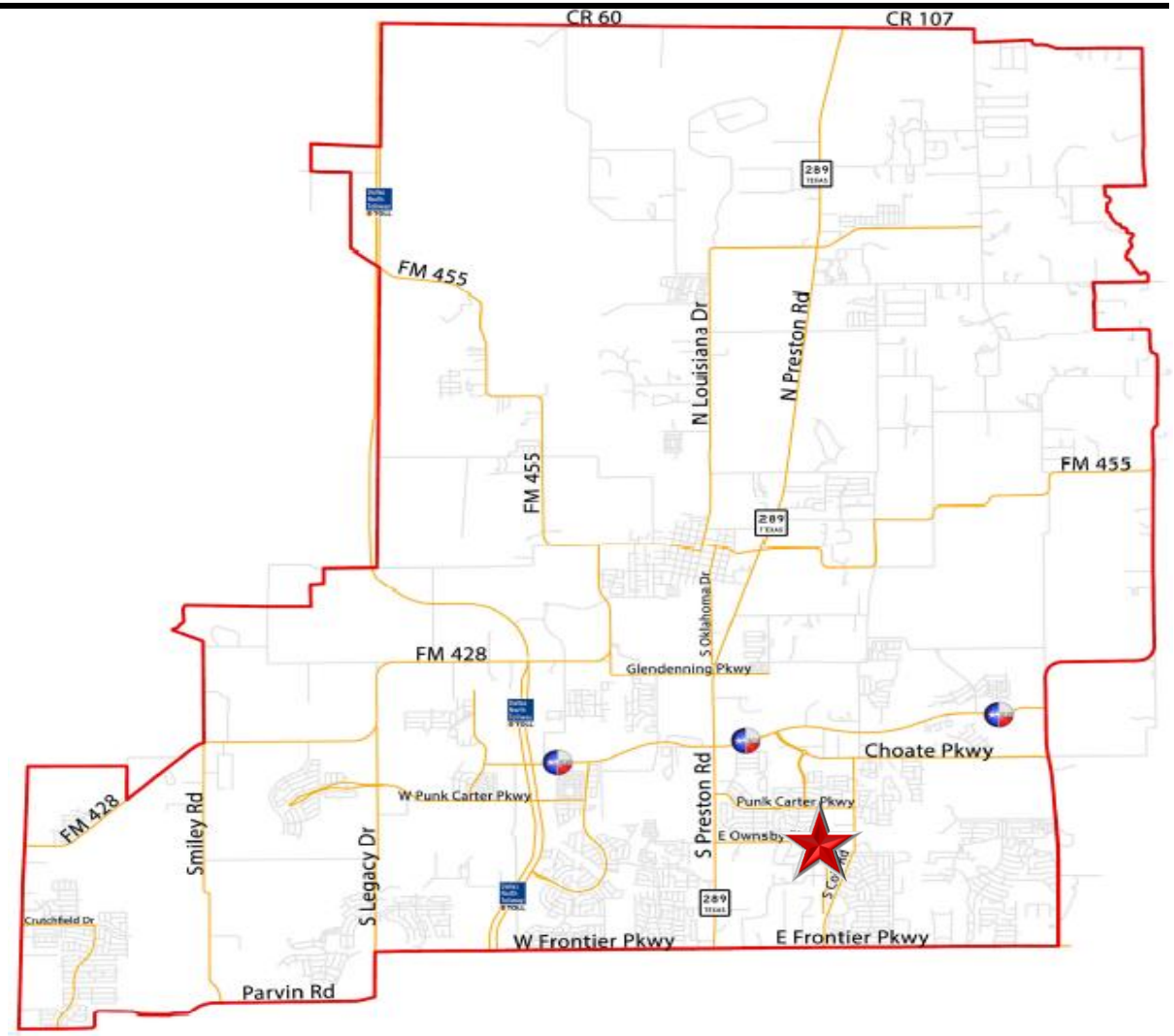
BID 2026-014

- Bluewood HOA preferred contractor is **Land Care Management Services**
- Lowest Bid Price : $184,853.75
- Land Care Price: $238,237.96
- Price Difference: **$53,384.21**

Responding Supplier	City	State	Response Total
Infinite Inspect P.L.L.C	Carrollton	TX	$0.00
SRH Landscapes LLC	Dallas	TX	$184,853.75
Central North Construction, LLC	Allen	TX	$197,907.55
Pace Turf Solutions (Pace Construction Services)	Melissa	TX	$205,000.00
PERFECT FINISH LANDSCAPING (ALCC, LLC)	Denton	TX	$219,452.86
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American Landscape Systems Inc	Lewisville	TX	$234,391.40
Land Care Management Services	Lewisville	TX	$238,237.96
The Fain Group	Fort Worth	TX	$238,982.96
C. Green Scaping, LP	Fort Worth	TX	$287,969.05
Ratliff Hardscape, Ltd	Carrollton	TX	$302,227.25

QUESTIONS?

LOCATION MAP



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SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

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

ARTICLE 1 – WORK

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

City of Celina
Bluewood HOA Landscaping
BID 2026-014

ARTICLE 2 – THE PROJECT

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

The restoration of the landscaping and irrigation for the Bluewood HOA open space adjacent to Ownsby Parkway (from western property line of the Bluewood subdivision to County Road 83).

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$184,853.75**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

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11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

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

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

EXECUTED in single or multiple originals with an effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by: Tyler Hawkins 2E3B925796DD46C...
	Tyler Hawkins
	Printed Name & Title
	1/27/2026
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	6210 Campbell Suite 215 Dallas Texas 75252

EJCDC® C-410, Bid Form for Construction Contract.
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2026-014
SRH Landscapes LLC
Supplier Response

Event Information

Number: 2026-014
Title: Bluewood HOA Landscaping
Type: Invitation to Bid
Issue Date: 12/12/2025
Deadline: 1/14/2026 10:00 AM (CT)
Notes: The construction project includes:

The restoration of the landscaping and irrigation for the Bluewood HOA open space adjacent to Ownsby Parkway (from western property line of the Bluewood subdivision to County Road 83).
Budget Estimate: $240,000.00

Click HERE to register for the virtual bid opening.

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

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Contact Information

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

SRH Landscapes LLC Information

Contact: Tyler Hawkins
Address: PO BOX 796754
Dallas, TX 75379
Phone: (972) 345-2234
Email: th@srhtrees.com

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

sukitha Pallimulla
Signature

spallimulla@srhtrees.com
Email

Submitted at 1/13/2026 01:00:20 PM (CT)

Requested Attachments

Bid Bond — BID BOND-SRH-Celina.pdf

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

W9 — Exhibit 3 W9.pdf

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

00-403 Contractor Compliance to Texas Sales Tax Code — Section 00403 Contractor Compliance to Texas Sales Tax Code.pdf

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

00-410 Experience Record — Section_00410_-_Experience_Record 2.pdf

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

CIQ - Conflict of Interest — Exhibit 4 CIQ.pdf

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

Form 1295 — Form 1295 Certificate 101477496.pdf

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

00-401 Non Resident Bidder Form — Section_00401-_Contractor_Compliance_Non Resident Bidder.pdf

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

Bid Attributes

1 Bid Bond

1.) A copy of the bond shall be uploaded; **and**

2.) The original must be submitted, upon request, to Purchasing within 3 business days.

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 60 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 90 calendar days

☑ Acknowledge

5 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2023 is due by September 10, 2023

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

6 Electronic Submission

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

7 Celina Design and Construction Standards

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

8 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

9 Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

I agree

10 Bid Acceptance

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

11 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.

12 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.

13 Non-Collusion

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

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

☑ I certify that the statement is accurate and true.

14 Contact Person

Name and Title

Tyler Hawkins, President

15 Contact Person Phone

(972) 345-2234

16 Contact Person Email

th@srhtrees.com

17 Main Office Location

6210 Campbell Road, Suite 215, Dallas Texas 75248

18 Years in Business

10

19 Office Location

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

6210 Campbell Road, Suite 215, Dallas Texas 75248

20 Business Name

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

Yes

21 Binding Official

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

Tyler Hawkins, Presdeint

22 Binding Official Email Address

th@srhtrees.com

23 Licensing

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

TCEQ Licensed irrigation LI0025039, State of Texas 32059725930

24 SB 252

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

☑ I certify that the statement is accurate and true.

25 HB 89 ISRAEL

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

☑ I certify that the statement is accurate and true.

26

SB 13 Boycotting Energy Companies

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

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

☑ I certify that the statement is accurate and true.

27

SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

28

Felony Conviction

State in the space provided one of the following:

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

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

29

Risk 1: Taxes - Local

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

Yes

30

Risk 2: Taxes - State/Federal

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

Yes

31

Risk 3: Audit/Investigation

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

No

32

Risk 4: Debarrment

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

No

33 **Risk 5: Bonding**

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

No

34 **Risk 6: Licensing**

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

No

35 **Risk 7 Contract Default**

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

No

36 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No

37 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

No

38 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

No

39 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No

40 **Sub-Contractor Payments**

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

Provide a statement that you agree to this requirement.

Yes, I agree.

41 **Noise Ordinance**

By acknowledgement below, the awarded vendor agrees to abide by the following:

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)

Yes, I agree

42

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

I agree

43

Public or Private

Is your business publicly traded?

No

44 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE.

45 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

46 **State of Texas Registration**

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes, 32059725930

47 **Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

48 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

49 **ACH**

All payments will be made via ACH. A form will be sent to the awarded vendor to complete. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

☑ I agree to receive payments via ACH

50 **Non-Appropriation**

The City's obligation to continue any contract resulting from this solicitation is contingent upon the availability and appropriation of funds. In the event funds are not appropriated for any fiscal year following the initial term, the City may terminate the contract without penalty or further obligation. Vendors will not be entitled to any compensation beyond the amounts already appropriated and authorized for services performed up to the date of termination.

☑ Acknowledge

Bid Lines

1 Package Header

General

Quantity: 1 Total: $10,171.00

Package Items

1.1 BARRICADES, SIGNS, AND TRAFFIC HANDLING

Quantity: 1 UOM: LS Price: $6,546.00 Total: $6,546.00

1.2 GENERAL SITE PREPARATION (2 percent MAX)

Quantity: 1 UOM: LS Price: $3,625.00 Total: $3,625.00

2 Package Header

Landscape

Quantity: 1 Total: $70,702.75

Package Items

2.1 FINE GRADING

Quantity: 1 UOM: LS Price: $9,580.00 Total: $9,580.00

2.2 MULCH (3 in.)

Quantity: 811 UOM: SY Price: $2.906 Total: $2,356.77

2.3 PLANT SOIL MIX (6 in.)

Quantity: 72 UOM: CY Price: $54.00 Total: $3,888.00

2.4 SOIL PREPARATION

Quantity: 3177 UOM: SY Price: $0.50 Total: $1,588.50

2.5 CEDAR ELM (UC) (4 in. CAL) (TREE)

Quantity: 9 UOM: EA Price: $1,055.00 Total: $9,495.00

2.6 CRAPE MYRTLE (LI) (3 in. CAL) (TREE)

Quantity: 2 UOM: EA Price: $560.00 Total: $1,120.00

2.7 EASTERN RED CEDAR (JV) (8 ft. HT) (TREE)

Quantity: 1 UOM: EA Price: $525.00 Total: $525.00

2.8 ROSE CREEK ABELIA (AR) (5 GAL) (SHRUB)

Quantity: 150 UOM: EA Price: $18.55 Total: $2,782.50

2.9 RED YUCCA (HP) (5 GAL) (SHRUB)

Quantity: 81 UOM: EA Price: $17.10 Total: $1,385.10

2.10 SPIREA (SB) (5 GAL) (SHRUB)

Quantity: 20 UOM: EA Price: $18.55 Total: $371.00

2.11 GREENCLOUD TEXAS SAGE (LFG) (5 GAL) (SHRUB)

Quantity: 60 UOM: EA Price: $17.10 Total: $1,026.00

2.12 HYDROMULCH SEEDING (WEEPING LOVE GRASS)

Quantity: 2124 UOM: SY Price: $1.07 Total: $2,272.68

2.13 SODDING (BERMUDA)

Quantity: 1180 UOM: SY Price: $6.24 Total: $7,363.20

2.14 4 in. TOPSOIL

Quantity: 317 UOM: CY Price: $70.00 Total: $22,190.00

2.15 STEEL EDGING (E.1)

Quantity: 166 UOM: LF Price: $12.50 Total: $2,075.00

2.16 3 in. -5 in. TEJAS BLACK DECORATIVE GRAVEL (G.1)

Quantity: 305 UOM: SF Price: $8.80 Total: $2,684.00

3 Package Header

Irrigation

Quantity: 1 Total: $83,276.00

Package Items

3.1 IRRIGATION SYSTEM (INSTALL)

Quantity: 1 UOM: LS Price: $83,276.00 Total: $83,276.00

4 Package Header

Hardscape

Quantity: 1 Total: $20,704.00

Package Items

4.1 STONE RETAINING WALL

Quantity: 116 UOM: LF Price: $148.00 Total: $17,168.00

4.2 METAL FENCE

Quantity: 4 UOM: LF Price: $884.00 Total: $3,536.00

Response Total: $184,853.75

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-014
SOLICITATION NAME: Bluewood HOW Landscaping
PROJECT #: P58

Bid Opening Date	1/14/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1174
Number of Submissions:	11
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	10
Number of No Bids	6
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.

Eleven responses were received. Upon initial review by Purchasing the vendor Infinite Inspect was deemed non-responsive. All bid line items submitted were "$0.00".

Of the ten remaining responses the lowest responsible responsive , SRH Landscapes LLC, was sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	SRH Landscapes LLC
Contract Term:	90 calendar days

Ryan Quigley, Purchasing Agent	1/15/26
Submitted By	Date

Bid 2026-014 Bluewood HOA Landscaping				SRH Landscapes LLC		Central North Construction, LLC		Pace Turf Solutions (Pace Construction Services)		PERFECT FINISH LANDSCAPING (ALCC, LLC)		Premier Site Services, LLC		American Landscape Systems Inc		Land Care Management Services		The Fain Group		C. Green Scaping, LP		Ratliff Hardscape, Ltd	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	General																						
1.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	$ 6,546.00	$ 6,546.00	$ 4,850.00	$ 4,850.00	$ 5,000.00	$ 5,000.00	$ 10,354.00	$ 10,354.00	$ 6,400.00	$ 6,400.00	$ 15,000.00	$ 15,000.00	$ 1,500.00	$ 1,500.00	$ 10,377.00	$ 10,377.00	$ 10,800.00	$ 10,800.00	$ 12,390.00	$ 12,390.00
1.2	GENERAL SITE PREPARATION (2 percent MAX)	1	LS	$ 3,625.00	$ 3,625.00	$ 4,459.00	$ 4,459.00	$ 4,000.00	$ 4,000.00	$ 3,523.00	$ 3,523.00	$ 4,500.00	$ 4,500.00	$ 4,400.00	$ 4,400.00	$ 4,800.00	$ 4,800.00	$ 11,171.00	$ 11,171.00	$ 18,000.00	$ 18,000.00	$ 23,366.00	$ 23,366.00
	Sub Total				**$ 10,171.00**		**$ 9,309.00**		**$ 9,000.00**		**$ 13,877.00**		**$ 10,900.00**		**$ 19,400.00**		**$ 6,300.00**		**$ 21,548.00**		**$ 28,800.00**		**$ 35,756.00**
2	Landscape																						
2.1	FINE GRADING	1	LS	$ 9,580.00	$ 9,580.00	$ 9,000.00	$ 9,000.00	$ 9,500.00	$ 9,500.00	$ 7,248.00	$ 7,248.00	$ 15,300.00	$ 15,300.00	$ 24,500.00	$ 24,500.00	$ 20,787.53	$ 20,787.53	$ 1,537.00	$ 1,537.00	$ 6,420.00	$ 6,420.00	$ 33,564.00	$ 33,564.00
2.2	MULCH (3 in.)	811	SY	$ 2.91	$ 2,356.77	$ 4.50	$ 3,649.50	$ 8.00	$ 6,488.00	$ 2.80	$ 2,270.80	$ 25.50	$ 20,680.50	$ 4.15	$ 3,365.65	$ 45.00	$ 36,495.00	$ 4.00	$ 3,244.00	$ 5.00	$ 4,055.00	$ 6.00	$ 4,866.00
2.3	PLANT SOIL MIX (6 in.)	72	CY	$ 54.00	$ 3,888.00	$ 48.00	$ 3,456.00	$ 125.00	$ 9,000.00	$ 59.00	$ 4,248.00	$ 110.00	$ 7,920.00	$ 55.00	$ 3,960.00	$ 64.00	$ 4,608.00	$ 74.00	$ 5,328.00	$ 68.00	$ 4,896.00	$ 79.75	$ 5,742.00
2.4	SOIL PREPARATION	3177	SY	$ 0.50	$ 1,588.50	$ 3.75	$ 11,913.75	$ 1.75	$ 5,559.75	$ 7.40	$ 23,509.80	$ 13.50	$ 42,889.50	$ 0.25	$ 794.25	$ 1.69	$ 5,369.13	$ 0.48	$ 1,524.96	$ 10.00	$ 31,770.00	$ 4.00	$ 12,708.00
2.5	CEDAR ELM (UC) (4 in. CAL) (TREE)	9	EA	$ 1,055.00	$ 9,495.00	$ 1,600.00	$ 14,400.00	$ 665.00	$ 5,985.00	$ 900.00	$ 8,100.00	$ 1,400.00	$ 12,600.00	$ 1,200.00	$ 10,800.00	$ 1,100.00	$ 9,900.00	$ 1,189.00	$ 10,701.00	$ 1,290.00	$ 11,610.00	$ 973.50	$ 8,761.50
2.6	CRAPE MYRTLE (LI) (3 in. CAL) (TREE)	2	EA	$ 560.00	$ 1,120.00	$ 900.00	$ 1,800.00	$ 915.00	$ 1,830.00	$ 525.00	$ 1,050.00	$ 1,000.00	$ 2,000.00	$ 575.00	$ 1,150.00	$ 850.00	$ 1,700.00	$ 600.00	$ 1,200.00	$ 840.00	$ 1,680.00	$ 501.50	$ 1,003.00
2.7	EASTERN RED CEDAR (JV) (8 ft. HT) (TREE)	1	EA	$ 525.00	$ 525.00	$ 850.00	$ 850.00	$ 1,400.00	$ 1,400.00	$ 375.00	$ 375.00	$ 1,200.00	$ 1,200.00	$ 575.00	$ 575.00	$ 850.00	$ 850.00	$ 467.00	$ 467.00	$ 810.00	$ 810.00	$ 501.50	$ 501.50
2.8	ROSE CREEK ABELIA (AR) (5 GAL) (SHRUB)	150	EA	$ 18.55	$ 2,782.50	$ 35.00	$ 5,250.00	$ 48.00	$ 7,200.00	$ 23.00	$ 3,450.00	$ 76.00	$ 11,400.00	$ 65.00	$ 9,750.00	$ 55.00	$ 8,250.00	$ 38.00	$ 5,700.00	$ 33.00	$ 4,950.00	$ 22.42	$ 3,363.00
2.9	RED YUCCA (HP) (5 GAL) (SHRUB)	81	EA	$ 17.10	$ 1,385.10	$ 30.00	$ 2,430.00	$ 67.00	$ 5,427.00	$ 25.00	$ 2,025.00	$ 75.00	$ 6,075.00	$ 65.00	$ 5,265.00	$ 55.00	$ 4,455.00	$ 38.00	$ 3,078.00	$ 29.00	$ 2,349.00	$ 22.50	$ 1,822.50
2.10	SPIREA (SB) (5 GAL) (SHRUB)	20	EA	$ 18.55	$ 371.00	$ 35.00	$ 700.00	$ 217.00	$ 4,340.00	$ 23.00	$ 460.00	$ 72.00	$ 1,440.00	$ 65.00	$ 1,300.00	$ 55.00	$ 1,100.00	$ 38.00	$ 760.00	$ 30.00	$ 600.00	$ 23.25	$ 465.00
2.11	GREENCLOUD TEXAS SAGE (LFG) (5 GAL) (SHRUB)	60	EA	$ 17.10	$ 1,026.00	$ 35.00	$ 2,100.00	$ 97.00	$ 5,820.00	$ 24.00	$ 1,440.00	$ 80.00	$ 4,800.00	$ 65.00	$ 3,900.00	$ 75.00	$ 4,500.00	$ 38.00	$ 2,280.00	$ 33.00	$ 1,980.00	$ 58.25	$ 3,495.00
2.12	HYDROMULCH SEEDING (WEEPING LOVE GRASS)	2124	SY	$ 1.07	$ 2,272.68	$ 1.80	$ 3,823.20	$ 2.00	$ 4,248.00	$ 0.99	$ 2,102.76	$ 5.00	$ 10,620.00	$ 2.25	$ 4,779.00	$ 1.98	$ 4,205.52	$ 2.00	$ 4,248.00	$ 1.70	$ 3,610.80	$ 1.50	$ 3,186.00
2.13	SODDING (BERMUDA)	1180	SY	$ 6.24	$ 7,363.20	$ 4.50	$ 5,310.00	$ 6.00	$ 7,080.00	$ 4.95	$ 5,841.00	$ 7.75	$ 9,145.00	$ 6.50	$ 7,670.00	$ 11.00	$ 12,980.00	$ 7.00	$ 8,260.00	$ 5.50	$ 6,490.00	$ 4.75	$ 5,605.00
2.14	4 in. TOPSOIL	317	CY	$ 70.00	$ 22,190.00	$ 29.00	$ 9,193.00	$ 40.00	$ 12,680.00	$ 48.00	$ 15,216.00	$ 61.00	$ 19,337.00	$ 55.00	$ 17,435.00	$ 24.00	$ 7,608.00	$ 81.00	$ 25,677.00	$ 58.00	$ 18,386.00	$ 87.25	$ 27,658.25
2.15	STEEL EDGING (E.1)	166	LF	$ 12.50	$ 2,075.00	$ 10.00	$ 1,660.00	$ 9.00	$ 1,494.00	$ 10.00	$ 1,660.00	$ 6.00	$ 996.00	$ 15.00	$ 2,490.00	$ 16.18	$ 2,685.88	$ 23.00	$ 3,818.00	$ 11.00	$ 1,826.00	$ 18.75	$ 3,112.50
2.16	3 in. -5 in. TEJAS BLACK DECORATIVE GRAVEL (G.1)	305	SF	$ 8.80	$ 2,684.00	$ 12.00	$ 3,660.00	$ 35.00	$ 10,675.00	$ 8.50	$ 2,592.50	$ 15.00	$ 4,575.00	$ 9.50	$ 2,897.50	$ 22.38	$ 6,825.90	$ 15.00	$ 4,575.00	$ 12.25	$ 3,736.25	$ 9.00	$ 2,745.00
	Sub Total				**$ 70,702.75**		**$ 79,195.45**		**$ 98,726.75**		**$ 81,588.86**		**$ 170,978.00**		**$ 100,631.40**		**$ 132,319.96**		**$ 82,397.96**		**$ 105,169.05**		**$ 118,598.25**
3	Irrigation																						
3.1	IRRIGATION SYSTEM (INSTALL)	1	LS	$ 83,276.00	$ 83,276.00	$ 87,555.10	$ 87,555.10	$ 79,573.25	$ 79,573.25	$102,687.00	$ 102,687.00	$ 31,400.00	$ 31,400.00	$ 91,500.00	$ 91,500.00	$ 79,558.00	$ 79,558.00	$ 99,037.00	$ 99,037.00	$105,260.00	$ 105,260.00	$117,871.00	$ 117,871.00
	Sub Total				**$ 83,276.00**		**$ 87,555.10**		**$ 79,573.25**		**$ 102,687.00**		**$ 31,400.00**		**$ 91,500.00**		**$ 79,558.00**		**$ 99,037.00**		**$ 105,260.00**		**$ 117,871.00**
4	Hardscape	1																					
4.1	STONE RETAINING WALL	116	LF	$ 148.00	$ 17,168.00	$ 178.00	$ 20,648.00	$ 135.00	$ 15,660.00	$ 175.00	$ 20,300.00	$ 135.00	$ 15,660.00	$ 185.00	$ 21,460.00	$ 160.00	$ 18,560.00	$ 286.00	$ 33,176.00	$ 415.00	$ 48,140.00	$ 250.50	$ 29,058.00
4.2	METAL FENCE	4	LF	$ 884.00	$ 3,536.00	$ 300.00	$ 1,200.00	$ 510.00	$ 2,040.00	$ 250.00	$ 1,000.00	$ 150.00	$ 600.00	$ 350.00	$ 1,400.00	$ 375.00	$ 1,500.00	$ 706.00	$ 2,824.00	$ 150.00	$ 600.00	$ 236.00	$ 944.00
	Sub Total				**$ 20,704.00**		**$ 21,848.00**		**$ 17,700.00**		**$ 21,300.00**		**$ 16,260.00**		**$ 22,860.00**		**$ 20,060.00**		**$ 36,000.00**		**$ 48,740.00**		**$ 30,002.00**
	Grand Total				**$ 184,853.75**		**$ 197,907.55**		**$ 205,000.00**		**$ 219,452.86**		**$ 229,538.00**		**$ 234,391.40**		**$ 238,237.96**		**$ 238,982.96**		**$ 287,969.05**		**$ 302,227.25**

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: February 10, 2026

Agenda Item:
Consider and act on the Assignment of Easement to Mustang Special Utility District from City of Celina. (Glasgow)

Background Information:
An easement was previously dedicated to the City of Celina, rather than the Mustang Special Utility District, in 2017 as part of the Sutton Fields development. The easement contains a sanitary sewer line that is served by Mustang Special Utility District infrastructure. Additionally, the easement is within the Mustang Special Utility District CCN. The city of Celina does not own or maintain any infrastructure within this easement.

Legal Review:
Legal provided the assignment document.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Assignment

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

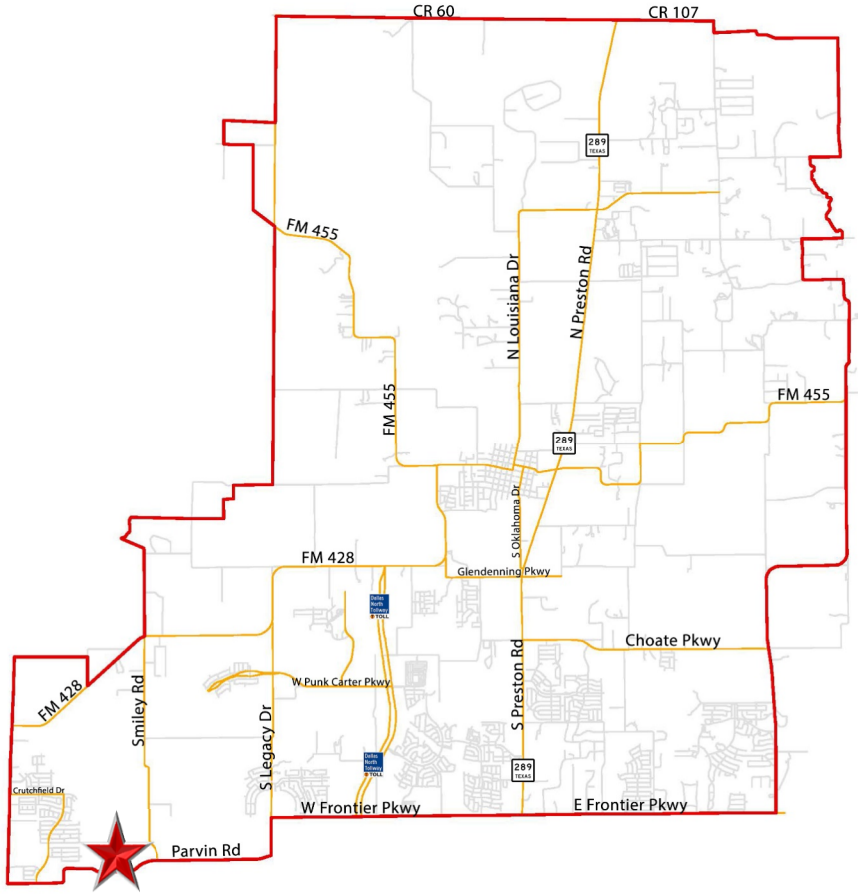
SANITARY SEWER EASEMENT ASSIGNMENT TO MUSTANG SUD

February 10, 2025

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



LOCATION MAP



PROJECT BACKGROUND & PLAN REVISIONS

- The easement was originally dedicated to City of Celina in 2017.
- The infrastructure in the easement is Mustang SUD's.
- The easement is within Mustang SUD's CCN boundary not City of Celina's CCN boundary.

RECOMMENDED ASSIGNMENT

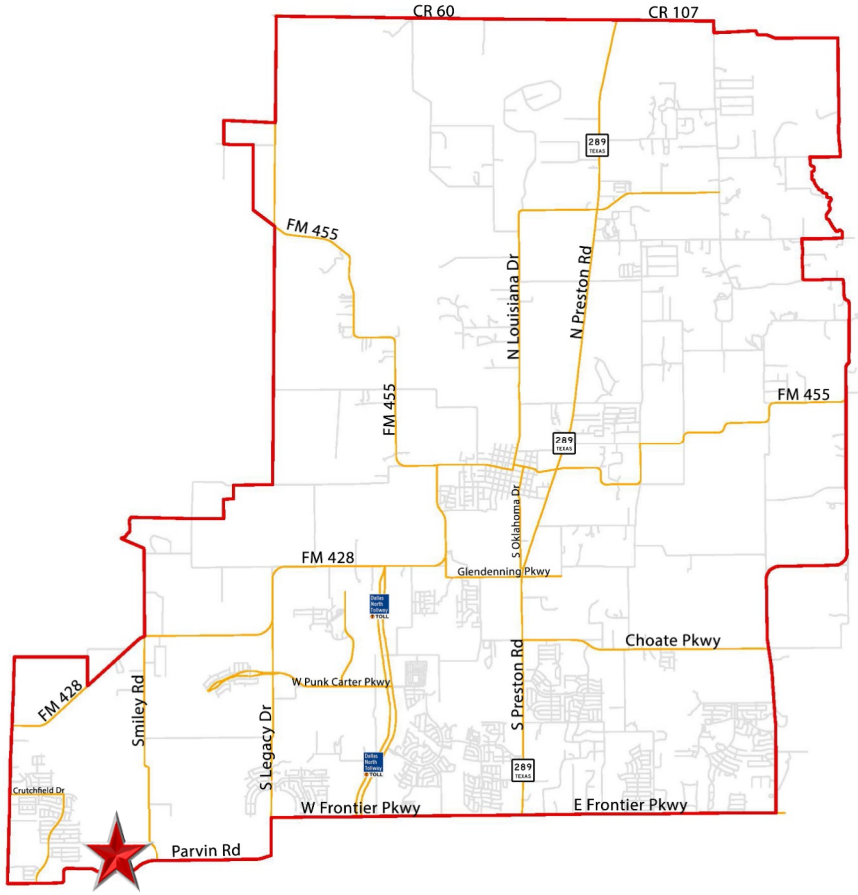
- Assign the existing sanitary sewer easement that was errenously dedicated to City of Celina for the Mustang SUD infrastructure to Mustang SUD.

OUTCOMES AND ACTION REQUESTED

- Mustang SUD is responsible for the easement their infrastructure is in not City of Celina.
- Mustang SUD would not be required to get a ROW permit from City each time they need to do maintenance.
- City would not be tied to the easement being the middle man between property owners and infrastructure owner.

QUESTIONS?

LOCATION MAP



ASSIGNMENT OF EASEMENT

Date: _____, 2025

Assignor: CITY OF CELINA, TEXAS, a home-rule municipality

Assignor's Mailing Address: 142 N. Ohio Street
Celina, Texas 75009

Assignee: MUSTANG SUD, a political subdivision organized and existing under the laws of the State of Texas

Assignee's Mailing Address: 7985 FM 2931
Aubrey, Texas 76227

Consideration: Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the sufficiency of which is hereby acknowledged.

Easements: The following easement:

1) That certain fifteen (15') permanent sanitary sewer easement and right-of-way, as recorded in the Official Public Records of Denton County, Texas, as Instrument No. 2017-16534, attached hereto as Exhibit "A" (the "Easement");

For the Consideration, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Easement to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade and remove a wastewater collection line, if applicable, and all necessary or desirable appurtenances and any other facilities necessary (the "Easement Purpose") as authorized by the Easement together with all and singular rights and appurtenances thereto, to have and to hold unto Assignee and Assignee's successors and assigns.

Assignee shall have all rights to use the Easement for the purposes and uses as described in the Easement. Assignee shall comply with all covenants and conditions provided for in the Easement and agrees that it shall use the Easement in accordance with the terms, requirements, restrictions, obligations and conditions contained in the Easement.

When the context requires, singular nouns and pronouns include the plural.

(EXECUTION PAGES FOLLOW)

ASSIGNOR:

CITY OF CELINA

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

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2025.

_____
Notary Public
The State of Texas

(Notary Seal)

ASSIGNEE:

MUSTANG SUD

By: Chris Boyd
Name: Chris Boyd
Title: GM
Date: 29 JAN 26

ATTEST:

By:
Name: Mitch Hoy
Title: Dir. Engineering & Development
Date: 2026-01-29

STATE OF TEXAS §

COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Boyd known to me to be the person whose name is subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of January, 2026.

EMILY SIMON
Notary Public, State of Texas
Comm. Expires 09-13-2027
Notary ID 134554141

(Notary Seal)

Notary Public
The State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"

Denton County
Juli Luke
County Clerk

Instrument Number: 16534

ERecordings-RP

EASEMENT

Recorded On: February 10, 2017 08:21 AM Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: $54.00

********** 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:	16534
Receipt Number:	20170210000013
Recorded Date/Time:	February 10, 2017 08:21 AM
User:	Connor B
Station:	Station 10

Record and Return To:

STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

Doc-16534

AFTER RECORDING RETURN TO:
CADG Sutton Fields, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

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.

SANITARY SEWER EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

That Jo Lynn Carey Ninemire, Laura Jean Carey Varner & Mark Carlton Carey ("Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by the City of Celina ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, it successors and assigns, a fifteen foot (15') permanent sanitary sewer easement and right-of-way (the "Easement") to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade and remove a wastewater collection line, if applicable, (the pipeline) and appurtenances, and any other facilities necessary to serve Grantor's property as well as Grantee's current and future system-wide customers, (collectively, the "Improvements") under and across .559 acres of land, more particularly described and depicted in **Exhibit A** and **Exhibit B** attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

Grantee agrees any above ground attachment will be installed flush with the surface of the ground when possible.

Grantor also grants and conveys unto Grantee a sixty foot (60') wide temporary construction easement, parallel to and thirty feet (30') on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the "Temporary Construction Easement"). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than 12 months from the date hereof.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee's written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with Grantee's use of the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Grantee's prior written consent.

The right is hereby reserved to Grantor, its successors and assigns, to use the easement area for landscaping and to build and construct roadways, driveways, utility lines, dry detention areas, parking lots, fences and other associated improvements (including irrigation facilities) (collectively, "Grantor's Improvements") over or across said easement to the extent only that such use and enjoyment does not interfere with Grantee's Facilities or unreasonably interfere with Grantee's access to said Facilities with the understanding that a parking lot or the paving of a driveway, sidewalk, or road at an angle of at least 45 degrees over such Easement shall not be considered to "unreasonably interfere" with Grantee's access to the Facilities; provided, however, that in no event shall a wall, structure or building of any type, or any piling, pier or isolated footing of any wall, structure or building, be placed directly on said easement area without the express prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

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 shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, 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. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, liabilities and causes of action (including mechanics and materialmen's lien claims) for personal injury or property damage from, or liens against the property of Grantor to the extent due to, Grantee's installation of the Facilities on Grantor's property, and shall obtain and maintain during the entirety of the construction of the Facilities during the term of the Temporary Construction Period 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.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of

Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

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.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.
EXECUTED this 17th day of January, 2017.

GRANTOR:

By: Mark Carlton Carey
Name: Mark Carlton Carey
Date: 1/10/2017

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged on January 10, 2017 by Mark Carlton Carey, as Property Owner of the property herein described on Exhibit "A".

Marinell Turnage
Notary Public, State of Texas

MARINELL TURNAGE
MY COMMISSION EXPIRES
JULY 22, 2017

Doc-16534

GRANTOR:

By: Laura Jean Carey Varner
Name: Laura Jean Carey Varner
Date: 01/17/17

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged on January 17, 2017 by Laura Jean Carey Varner, as Property Owner of the property herein described on Exhibit "A".

Kimberly Springfield
Notary Public, State of Texas

GRANTOR:

By: Jo Lynn Carey Ninemire
Name: Jo Lynn Carey Ninemire
Date: 1/17/17

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged on January 17, 2017 by Jo Lynn Carey Ninemire, as Property Owner of the property herein described on Exhibit "A".

Kimberly Springfield
Notary Public, State of Texas

EXHIBIT "A"

EXHIBIT "A"
15-FOOT WIDE SANITARY SEWER EASEMENT
0.559 ACRES

BEING that certain tract of land situated in the HIRAM RUE SURVEY, ABSTRACT NUMBER 1111, Denton County, Texas, and being part of that certain tract of land described in Gift Deed to Jo Lynn Carey Ninemire, Laura Jean Carey Varner, and Mark Carlton Carey (Ninemire tract), recorded in Instrument Number 2014-16824 of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a 60D Nail found in the approximate center of Parvin Road (partially dedicated public road), said nail also being located at a corner as described in Boundary Line Agreement recorded in Instrument Number 2005-122140, RPRDCT, and being an interior "ell" corner of said Ninemire tract;

THENCE North 00°41'45" East, with a line described in said Boundary Line Agreement, a distance of 32.50 feet to the POINT OF BEGINNING of herein described tract;

THENCE North 00°41'45" East, continuing with a line described in said Boundary Line Agreement, a distance of 15.00 feet to a point for corner;

THENCE South 89°11'44" East, leaving said line described in Boundary Line Agreement and over and across said Ninemire tract, a distance of 747.87 feet to a point for corner;

THENCE South 62°40'19" East, continuing over and across said Ninemire tract, a distance of 336.12 feet to a point for corner;

THENCE South 89°10'22" East, continuing over and across said Ninemire tract, a distance of 540.51 feet to a point for corner located on a common easterly line of said Ninemire tract and the west line of that certain tract of land described in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson, recorded in Document Number 2001-R0089934, RPDCT;

THENCE South 00°41'45" West, with said common line, a distance of 15.00 feet to a point for corner, from which a 1/4-inch iron rod found in the approximate centerline of said Parvin Road at the southwest corner of said Jackson tract, and an interior "ell" corner of said Ninemire tract, bears South 00°41'45" West, a distance of 30.60 feet;

THENCE North 89°10'22" West, leaving said common line and over and across said Ninemire tract, a distance of 544.06 feet to a point for corner;

THENCE North 62°40'19" West, continuing over and across said Ninemire tract, a distance of 336.12 feet to a point for corner;

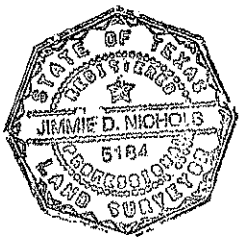
THENCE North 89°11'44" West, continuing over and across said Ninemire tract, a distance of 744.32 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 0.559 acres of land.

NOTE:
The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 – North Central Zone No. 4202 – NAD 83 (surface to grid scale factor 0.999849392677).

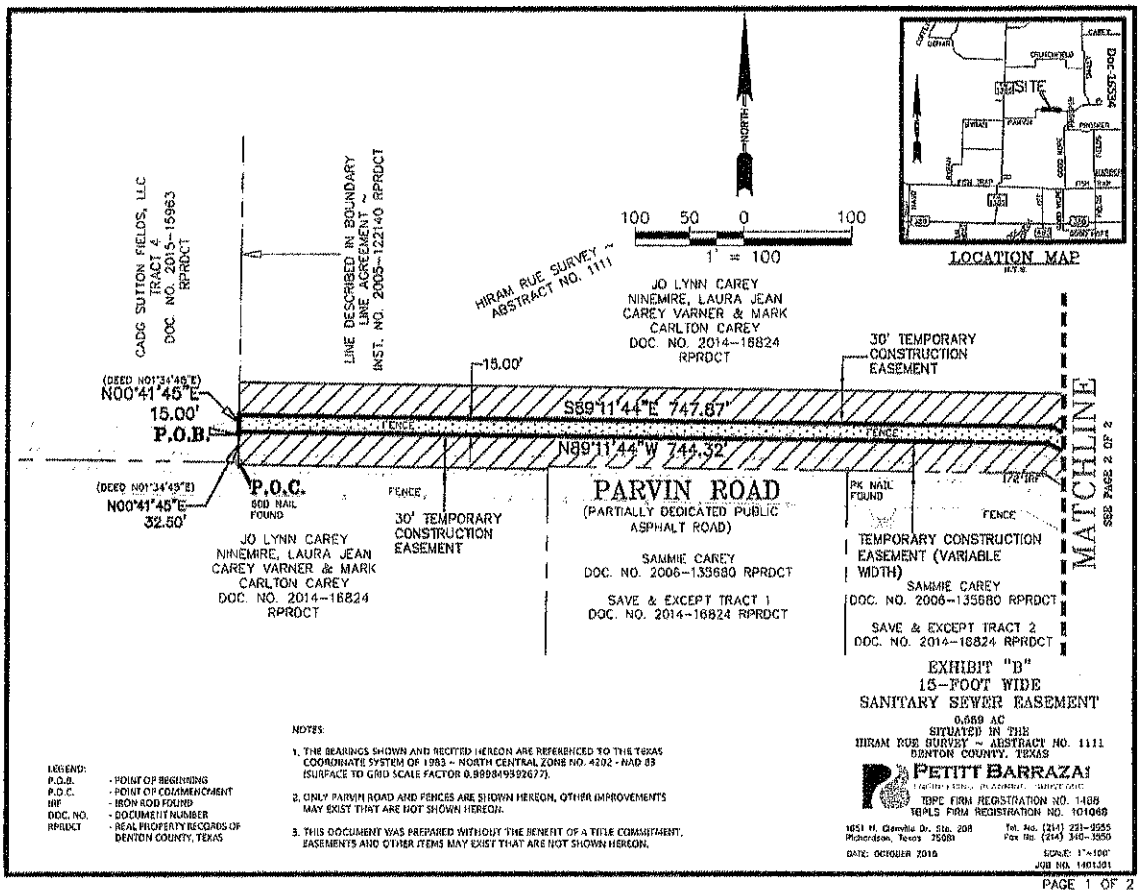
FOR PETITT BARRAZA LLC:
TBPLS FIRM Registration No. 101068

Date: October 3, 2016

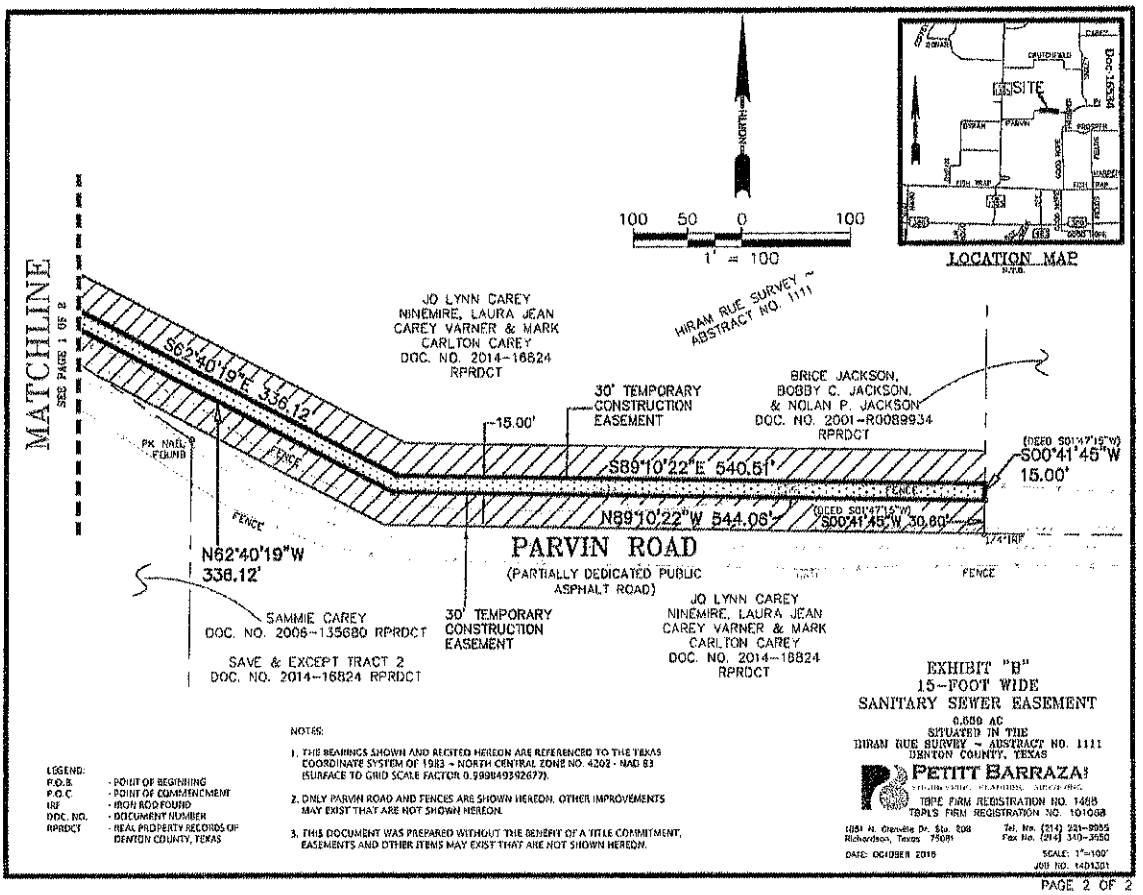
Jimmie D. Nichols, RPLS No. 5184



F:\LEGALS\2014\1401300\EASEMENTS\1401300 0.559ac SS EASEMENT NINEMIRE WEST_.docx


CADG SUTTON FIELDS, LLC
TRACT 4
DOC. NO. 2015-15963
RPRDCT
LINE DESCRIBED IN BOUNDARY LINE AGREEMENT ~ INST. NO. 2005-122140 RPRDCT
HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
NORTH
100 50 0 100
1" = 100
LOCATION MAP
JO LYNN CAREY
NINEMIRE, LAURA JEAN
CAREY VARNER & MARK
CARLTON CAREY
DOC. NO. 2014-16824
RPRDCT
30' TEMPORARY CONSTRUCTION EASEMENT
15.00'
(DEED N01°34'45"E)
N00°41'45"E
15.00'
P.O.B.
S89°11'44"E 747.87'
N89°11'44"W 744.32'
FENCE
(DEED N01°34'45"E)
N00°41'45"E
32.50'
P.O.C.
60D NAIL FOUND
JO LYNN CAREY
NINEMIRE, LAURA JEAN
CAREY VARNER & MARK
CARLTON CAREY
DOC. NO. 2014-16824
RPRDCT
30' TEMPORARY CONSTRUCTION EASEMENT
PARVIN ROAD
(PARTIALLY DEDICATED PUBLIC ASPHALT ROAD)
SAMMIE CAREY
DOC. NO. 2006-135680 RPRDCT
SAVE & EXCEPT TRACT 1
DOC. NO. 2014-16824 RPRDCT
PK NAIL FOUND
TEMPORARY CONSTRUCTION EASEMENT (VARIABLE WIDTH)
SAMMIE CAREY
DOC. NO. 2006-135680 RPRDCT
SAVE & EXCEPT TRACT 2
DOC. NO. 2014-16824 RPRDCT
MATCHLINE
SEE PAGE 2 OF 2
EXHIBIT "B"
15-FOOT WIDE
SANITARY SEWER EASEMENT
0.559 AC
SITUATED IN THE
HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
DENTON COUNTY, TEXAS
PETITT BARRAZA
TBPE FIRM REGISTRATION NO. 1408
TBPLS FIRM REGISTRATION NO. 101068
1651 N. Glenville Dr. Ste. 208
Richardson, Texas 75081
Tel. No. (214) 231-9555
Fax No. (214) 340-3550
DATE: OCTOBER 2015
SCALE: 1"=100'
JOB NO. 1401301
LEGEND:
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
IRF - IRON ROD FOUND
DOC. NO. - DOCUMENT NUMBER
RPRDCT - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
NOTES:
1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83 (SURFACE TO GRID SCALE FACTOR 0.99984993927).
2. ONLY PARVIN ROAD AND FENCES ARE SHOWN HEREON, OTHER IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
3. THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.

PAGE 1 OF 2


MATCHLINE
SEE PAGE 1 OF 2
S62°40'19"E 336.12'
PK NAIL FOUND
FENCE
N62°40'19"W
336.12'
SAMMIE CAREY
DOC. NO. 2006-135680 RPRDCT
SAVE & EXCEPT TRACT 2
DOC. NO. 2014-16824 RPRDCT
JO LYNN CAREY
NINEMIRE, LAURA JEAN
CAREY VARNER & MARK
CARLTON CAREY
DOC. NO. 2014-16824
RPRDCT
HIRAM RUE SURVEY
ABSTRACT NO. 1111
30' TEMPORARY
CONSTRUCTION
EASEMENT
15.00'
BRICE JACKSON,
BOBBY C. JACKSON,
& NOLAN P. JACKSON
DOC. NO. 2001-R0089934
RPRDCT
S89°10'22"E 540.51'
N89°10'22"W 544.06'
(DEED S01°47'15"W)
S00°41'45"W 30.80'
(DEED S01°47'15"W)
S00°41'45"W
15.00'
1/2" IRF
PARVIN ROAD
(PARTIALLY DEDICATED PUBLIC
ASPHALT ROAD)
30' TEMPORARY
CONSTRUCTION
EASEMENT
JO LYNN CAREY
NINEMIRE, LAURA JEAN
CAREY VARNER & MARK
CARLTON CAREY
DOC. NO. 2014-16824
RPRDCT
100 50 0 100
1" = 100
SITE
LOCATION MAP
N.T.S.
EXHIBIT "B"
15-FOOT WIDE
SANITARY SEWER EASEMENT
0.559 AC
SITUATED IN THE
HIRAM RUE SURVEY - ABSTRACT NO. 1111
DENTON COUNTY, TEXAS
LEGEND:
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
IRF - IRON ROD FOUND
DOC. NO. - DOCUMENT NUMBER
RPRDCT - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
NOTES:
1. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 - NORTH CENTRAL ZONE NO. 4202 - NAD 83 (SURFACE TO GRID SCALE FACTOR 0.99984993927?).
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3. THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
PETITT BARRAZA
TBPE FIRM REGISTRATION NO. 1468
TBPLS FIRM REGISTRATION NO. 101068
1851 N. Greenville Dr., Ste. 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: OCTOBER 2015
SCALE: 1"=100'
JOB NO. 1401301
PAGE 2 OF 2

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Ashley Owens, City Secretary, Bradley Kearney, Strategic Services Director
CC:	Karla Stovall, Assistant City Manager, Robert Ranc, City Manager
Date:	February 10, 2026

Agenda Item:
Consider and act upon a Resolution to accept the resignation of Janie Grumbles from the Keep Celina Beautiful Board and appoint Vicki Kaiser to fill the unexpired term. (Owens)

Background Information:
This item accepts the resignation of Janie Grumbles from the Keep Celina Beautiful (KCB) Board and appoints Vicki Kaiser to fill the term, expiring September 30, 2027.

The KCB creation Ordinance (Ordinance No. 2023-100), provides that the Board include representation from the Celina Area Heritage Association (as well as two other community organizations). The process included within the Ordinance allows the Celina Area Heritage Association to nominate an individual representative in August of each year for City Council consideration. The representatives from the community organizations are stated to serve one-year terms. In practice, the community organization representatives have been appointed to full terms by City Council to date.

Janie Grumbles was nominated as the Celina Area Heritage Association representative and appointed by City Council to an inaugural one-year term in 2023. She was re-appointed by City Council to a three-year term in 2024. She has submitted her resignation from the KCB Board. In accordance with the Ordinance, the Celina Area Heritage Association Board has nominated Vicki Kaiser to replace her as the Celina Area Heritage Association representative.

Future Ordinance Amendment
Later this year, staff will bring forward an amendment to the KCB creation ordinance to update term lengths and eligibility requirements for KCB Board members. These changes will ensure compliance with recent updates to the City Charter and provide clarity on qualifications for service.

Purpose of the KCB Board
The Keep Celina Beautiful Board is an advisory board created to inspire and empower residents to keep Celina clean and beautiful. Its mission focuses on three areas:

- Volunteerism – Engaging the community in meaningful service opportunities.
- Beautification – Promoting programs that enhance and preserve the City's natural and created environmental charm.
- Environmentalism – Encouraging sustainable practices and conservation efforts, focusing on water conservation, promoting natural areas, and planting trees.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

BOARD AND COMMISSION SERVICE –

KEEP CELINA BEAUTIFUL BOARD

City Secretary’s Office



CELINA AREA HERITAGE ASSOCIATION

Janie Grumbles was nominated as the Celina Area Heritage Association representative and appointed by City Council to an inaugural one-year term in 2023. In 2024, she was re-appointed by City Council to a three-year term. Ms. Grumbles has submitted her resignation, and the Celina Area Heritage Association has recommended Vicki Kaiser to fill the term expiring September 30, 2027.

The City of Celina sincerely appreciates Ms. Grumbles' service. Her commitment and dedication to the KCB Board and the City of Celina are truly valued.

QUESTIONS

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING MEMBERS TO FILL TERMS ON THE CITY'S BOARDS, COMMISSIONS, COMMITTEES AND CORPORATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina recognizes the vital role that boards and commissions play in advising and supporting the work of city government; and

WHEREAS, the City relies on the service of its residents who volunteer their time and expertise to serve on the City's boards, commissions, committees, and corporations; and

WHEREAS, there is a vacancy on the Keep Celina Beautiful Board (KCB) due to a resignation, creating the need for reappointments or new appointments; and

WHEREAS, in accordance with the KCB Bylaws the Celina Area Heritage Association Board has nominated Vicki Kaiser to replace Janie Grumbles as the Celina Area Heritage Association representative.

WHEREAS, City Council has reviewed the qualifications of the nominated candidate and determined that Vicki Kaiser meets all eligibility requirements and is well-qualified to serve and contribute meaningfully to the work of their respective boards and commissions; and

WHEREAS, the City Council wishes to formally recognize and appoint Vicki Kaiser to complete a partial term of service on the Keep Celina Beautiful Board with a term expiring 2026.

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

SECTION 1. Vicki Kaiser is hereby appointed, effective immediately, to the Keep Celina Beautiful Board of the City of Celina for a partial term expiring 2026.

SECTION 2. Individuals receiving an unexpired term on a board or commission does not count toward the term limit calculation.

SECTION 3. The City Secretary is hereby directed to notify the individuals appointed herein and maintain a record of said appointments.

SECTION 4. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of February 2026.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

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, Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Consider and act to accept the resignation of Amy Ludwyck from the Special Events Advisory Committee. (Owens)

Background Information:
This item formally accepts Amy Ludwyck's resignation from the Special Events Advisory Committee in accordance with the Boards and Commissions Policy. The City of Celina sincerely appreciates Amy's service. Her time, input, and dedication are truly valued.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

BOARD AND COMMISSION SERVICE

City Secretary’s Office



RESIGNATION OF SPECIAL EVENTS ADVISORY COMMITTEE MEMBER

This item formally accepts Amy Ludwyck's resignation from the Special Events Advisory Committee in accordance with the Boards and Commissions policy.

The City of Celina sincerely appreciates Amy's service. Her time, input, and dedication are truly valued.

QUESTIONS

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, Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Consider and act upon a Resolution appointing members to fill vacancies on the Library Board and the Special Events Advisory Committee. (Owens)

Background Information:
The Boards and Commissions Policy allows for any vacancies before April to be filled by a Midyear Vacancy process. The policy states that the city secretary will send the relevant applications to the most recent City Council Application Review Committee for review. For 2025, Council Places 1, 3, and 5 were appointed to the Application Review Committee.

At this time, there is one vacancy on the Library Board and one vacancy on the Special Events Advisory Committee (SEAC).

The City Secretary's Office contacted eligible applicants from the previous Boards and Commissions appointment process to determine if they were interested in and available for the vacant positions. Three applicants have responded that they are interested in filling the vacancies.

The Application Review Committee recommends Cynthia Smith to fill the vacancy on the Library Board with a term expiring September 30, 2028, and Shelby Kinsall to fill the vacancy on the SEAC with a term expiring September 30, 2026.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Boards and Commissions Policy
3. Resolution

4. Exhibit A

Financial Consideration:
N/A

Staff Recommendation:
N/A

Boards and Commissions Vacancies

City Secretary’s Office



BOARDS AND COMMISSIONS POLICY



Midyear Vacancy Process

Allows for vacancies before April to be filled



City Secretary Role

Sends relevant applications to Application Review Committee



Application Review Committee

Council Places 1, 3, and 5 appointed for 2025

The Boards and Commissions Policy outlines the process for filling mid-year vacancies, with the City Secretary and Application Review Committee playing key roles.

APPLICANT INTEREST AND APPOINTMENTS

- **Previous Applicants Contacted**

  Staff reached out to applicants who were interviewed but not appointed in 2025

- **Recommendations**

  The Application Review Committee recommended an applicant to fill the vacancy on the Library Board and an applicant to fill the vacancy on the SEAC

QUESTIONS

Life Connected.

Boards & Commissions Policy

Approved October 2024
Revised May 2025

The City of Celina (City) seeks to provide its residents with opportunities to use their skills and expertise to serve the community. An important way that Celina residents can serve the community is by participation as a member of one of the City's boards, commissions, committees, and/or corporations (Boards and Commissions). Boards and Commissions provide residents a unique opportunity to participate in the City's governmental affairs and influence public policy. The Boards and Commissions Policy (Policy) provides details regarding the purpose of the City's various Boards and Commissions, the appointment process to become a member (Member) of one of the City's Boards and Commissions, and the membership expectations for those appointed to serve on one of the City's Boards and Commissions.

1. Boards and Commissions Overview

1.1. **Purpose of Boards and Commissions** – The roles and responsibilities of Boards and Commissions vary based on state statute, provisions in the City of Celina's Charter (Charter), and/or provisions in City of Celina's Code of Ordinances (Code of Ordinances). However, all Boards and Commissions are expected to work through the City's professional staff (Staff) to review and provide advice regarding City policies, procedures, and projects in furtherance of the City's Strategic Plan and all other applicable long-range planning policies and documents established by the City Council.

1.2. **Standing Boards and Commissions –** The City Council has established the following standing Boards and Commissions: Arts and Culture Board, Board of Adjustment, Community Development Corporation/Parks & Recreation Board (CDC), Downtown Commission, Economic Development Corporation (EDC), Keep Celina Beautiful Board, Library Board, Planning & Zoning Commission (P&Z), and Special Events Advisory Committee (SEAC).

1.3. **Temporary/Ad Hoc Boards and Commissions –** The City Council may establish temporary/ad hoc boards and commissions, special purpose committees, etc. as it deems necessary and appropriate. The composition, responsibility, and policies of temporary/ad hoc boards and commissions, special purpose committees, etc. will be determined by City Council as necessary, and members of such boards and commissions are not subject to this Policy.

1.4. **Ex-Officio –** The City Manager and/or his/her designee shall be considered a permanent ex-officio member of the Boards and Commissions. The City Manager and/or his/her designee shall not possess voting privileges on Boards and Commissions but may attend executive sessions of Boards and Commissions.

1.5. **Governing Policy –** In the event this Policy conflicts with the City Charter, City Code of Ordinances, or by-laws for specific Boards and Commissions approved by City Council, the City Charter, City Code of Ordinances, or approved by-laws will be the governing policy.

2. **Appointment to Boards and Commissions**

2.1. **Eligibility**

2.1.1. **Residency Requirements –** With the exception of the Downtown Commission, Members shall be a resident of the City of Celina for at least one (1) year prior to appointment. In addition to City residents, membership on the Downtown Commission is also open to individuals with a vested interest in the well-being of the City's downtown, such as downtown property owners, downtown business owners, downtown business operators, downtown business managers, etc.

2.1.2. **Registered Voter –** Applicants to or members of Boards and Commissions shall be registered voters who have participated in the most recent municipal elections.

2.1.3. **Service Limitations –** Members cannot serve concurrently on more than one Board or Commission. Exceptions include temporary and/or special purpose committees, ad hoc committees, etc. Additionally, former employees of the City of Celina must wait one (1) year from the date of the end of their employment with the City and be classified by the City as re-hirable to be eligible to apply for Board and Commission vacancies.

2.1.4. **Terms and Term Limits** – Members of Boards and Commissions shall serve three (3) year terms. There is a three (3) term limit for each Board, Commission, or Committee, meaning that members may not serve more than three (3) appointed terms on the same board, commission, or committee. If a member is appointed to fill a partial term due to a vacancy, the partial term does not apply to the three term limit. The City Council retains the authority to re-appoint or remove Members as it deems appropriate.

2.1.5. **Member Relationships –** Members serving on the same Board or Commission shall not be related within two degrees of consanguinity or affinity.

2.1.6. **Good Standing –** Applicants to or members of Boards and Commissions shall not be in arrears to the City for taxes and/or utility bills.

2.1.7. **Adverse Parties –** Applicants to or members of Boards and Commissions shall not be adverse parties to, nor employees or business associates of, an adverse party with pending litigation or a claim against the City or a City employee.

2.2. **Application for Boards and Commissions**

2.2.1. **Application Requirement –** The City Secretary shall post applications for Boards & Commissions in June of each year. All applications must be received by the deadline established by the City Secretary. Any application received after the established deadline will not be considered for the given year's Board & Commission appointments. Applications shall expire after 12 months, at which time individuals are required to complete new applications for appointment to Boards and Commissions.

2.2.2. **Application Limits –** Applicants may only apply for vacancies on three (3) Boards and Commissions.

2.2.3. **Application for Re-Appointment –** Members currently serving on Boards or Commissions whose terms are expiring must apply for re-appointment to the Board or Commission on which they serve. Individuals may apply for re-appointment to the Board or Commission on which they serve and to fill vacant positions on up to three (3) additional Boards and Commissions concurrently.

2.3. **Appointment Process**

2.3.1.**City Secretary Initial Application Review** – The City Secretary will conduct an initial review of applications to determine if all applications meet the eligibility criteria defined in this policy. The City Secretary will notify any ineligible applicants regarding the reason for their ineligibility.

2.3.2. **City Council Initial Application Review –** The City Secretary will provide the City Council the application information for all eligible applicants. The City Council will appoint an application review committee comprised of councilmembers to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions. In odd number years, councilmembers serving in Council Places 1, 3, and 5 will be appointed to the application review committee. In even number years, councilmembers serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

2.3.3. **City Council Interviews –** The City Council will conduct interviews for selected applicants regarding their qualifications, interest, etc. for serving on Boards and Commissions. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Secretary shall provide two (2) dates for interviews at least one week apart to accommodate applicants' schedules.

2.3.4. **City Council Appointment –** The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.4. **Board and Commission Member Expectations**

2.4.1. **Training -** Members shall complete the State of Texas Open Meetings Act (TOMA) training within 90 days of appointment or re-appointment. Members shall notify the City Secretary when the required TOMA training is complete. Members shall complete any other training as deemed necessary by the City Council, the City Manager, or his/her designee. Additionally, Members are encouraged to participate in the City's Citizen Government Academy (CGA).

2.4.2. **Appointment of Chairperson and Vice Chairperson –** At the first meeting following the appointment or re-appointment of Members by the City Council, each Board and Commission shall appoint a chairperson and vice chairperson by a vote of the Board or Commission. The chairperson shall preside at and conduct all meetings of the Board or Commission, and the chairperson will be the primary point of contact for Staff when working with respective Boards and Commissions. The vice chairperson will serve in place of the chairperson if/when the chairperson is absent. The chairperson shall appoint an acting chairperson in the event both the chairperson and vice chairperson are absent from a meeting concurrently.

2.4.3. **Staff Liaison –** The City Manager shall appoint a Staff liaison for each Board and Commission. The Staff liaison shall be the primary Staff point of contact for each respective Board and Commission. The Staff liaison shall be responsible for the coordination of meeting schedules, meeting set-up, meeting minutes, and posting of meetings and agendas in compliance with applicable rules, regulations, or statutes. The Staff liaison and/or other applicable Staff serve as advisors to Boards and Commissions and may provide research, analysis, presentations, etc. in support of items being considered by Boards and Commissions; however, Members may not assign work to the Staff liaison or other Staff.

2.4.4. **Attendance –** Members shall attend a minimum of 75 percent of regularly scheduled meetings, calculated from the most recent 12-month period. Members who are absent from more than 75 percent of regularly scheduled meetings, calculated from the most recent 12-month period, will be automatically considered resigned from their respective Board or Commission.

2.4.4.1. **Automatic Resignation Process –** The Staff liaison shall keep a record of attendance for each Board and Commission. The Staff liaison shall provide the City Secretary updated attendance records for each Board and Commission following

regularly scheduled meetings. The City Secretary shall notify a Member if their absence from the next regularly scheduled Board or Commission meeting will result in their automatic resignation. The City Secretary shall provide the chairperson, vice chairperson, Staff liaison of the Member's Board or Commission, and City Manager a copy of the notice. If a Member's absence results in their automatic resignation, the City Secretary shall notify the Member, the chairperson and vice chairperson of the Member's Board or Commission, the Board or Commission's Staff liaison, and the City Manager of their automatic resignation. Upon notice of a Member's automatic resignation, the City Manager shall notify the City Council and provide for the City Council's acceptance of the Member's resignation and consideration of a replacement appointment at the next available City Council meeting.

2.4.5. **Meeting Management –** Board and Commission meetings shall abide by all applicable state and local rules, regulations, and/or statutes.

2.4.6. **Meeting Decorum** – Members shall exhibit respect for their fellow Members, Staff, and members of the public who may attend meetings of the Board or Commission.

2.4.7. **Representatives of City –** Members serve as representatives of the City of Celina. Accordingly, Members are expected to publicly support the City's Strategic Plan and long-range planning policies and documents as established by the City Council.

2.4.8. **Removal –** Members serve at the will of the City Council. The City Council may remove any Member, for any reason or no reason, at its discretion.

2.5. **Midyear Vacancies –** Midyear vacancies may occur due to voluntary resignation, automatic resignation, removal, or other reasons. City Council will appoint eligible individuals to fill vacancies. Appointees for vacant positions will complete the term of individual that they are replacing.

2.5.1. **Prior to April 1 –** Midyear vacancies that occur prior to April 1 of each year will be filled through a midyear vacancy process. The City Secretary will contact eligible prior applicants from the most recent Board and Commission selection process for the Board on which there is a vacancy to determine if they are interested and available in the vacant position. The City Secretary will send the relevant applications to the most recent City Council application review committee for review. The City Council application review committee will recommend applicants for interviews with City Council. The City Secretary shall provide applicants with two (2) dates for interviews at least one week apart to accommodate applicants' schedules. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Council will appoint selected applicants to

vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.5.2. **April 1 and Later –** Midyear vacancies that occur on or after April 1 of each year will be filled through the annual application process, which begins in June.

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING MEMBERS TO FILL TERMS ON THE CITY'S BOARDS, COMMISSIONS, COMMITTEES AND CORPORATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina recognizes the vital role that boards and commissions play in advising and supporting the work of city government; and

WHEREAS, The City relies on the service of its residents who volunteer their time and expertise to serve on the City's boards, commissions, committees, and corporations; and

WHEREAS, there are vacancies on the Library Board and Special Events Advisory Committee (SEAC) due to resignations, creating the need to fill vacancies; and

WHEREAS, the City Council has reviewed the qualifications of applicants and determined that the individuals listed in Exhibit A meet all eligibility requirements and are well-qualified to serve and contribute meaningfully to the work of their respective boards and commissions; and

WHEREAS, the Home Rule Charter was amended in May of 2025 to implement term limits for boards and commissions; and

WHEREAS, an appointment to an unexpired term on a board or commission does not count toward the term limit calculation; and

WHEREAS, the City Council wishes to formally recognize and appoint the individuals listed in Exhibit A to complete partial terms of service.

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

SECTION 1. The individuals named in **Exhibit A** are hereby appointed, effective immediately, to the respective boards, commissions, committees and corporations of the City of Celina for the terms specified therein.

SECTION 2. Individuals receiving an unexpired term on a board or commission does not count toward the term limit calculation.

SECTION 3. The City Secretary is hereby directed to notify the individuals appointed herein and maintain a record of said appointments.

SECTION 4. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of

the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of February 2026.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

Exhibit A

2025 Boards and Commissions Appointments

Name	Term Length	Expiration
Library Board		
Cynthia (Cindy) Smith	Partial Term	September 2028
Special Events Advisory Committee		
Shelby Kinsall	Partial Term	September 2026

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: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Outdoor Kennel use on approximately two (2) acres; generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, within the City limits, for Hometown Paws Dog Daycare. (Mohan)

Background Information:

The subject property is approximately two (2) acres, located within the City limits, and currently zoned Commercial, Retail, and Office (C) zoning district. A childcare center was constructed on the property in 2013, prior to the City's annexation of the site in 2014. The applicant, Hometown Paws Dog Daycare, desires to operate a dog daycare with an outdoor kennel component.

The Comprehensive Zoning Ordinance requires a Kennel, Outdoor (with outside runs), to first obtain a Specific Use Permit (SUP) from the City Council in order to legally operate within the Commercial zoning district.

An SUP is required of land uses that the Zoning Ordinance may allow, but which must also be screened and specially approved for situational suitability. The purpose of the SUP requirement is to determine the appropriateness of the proposed use at the specific location. The City has broad discretionary approval authority over the requested SUP.

The Future Land Use Plan (FLUP) designates the subject property as part of the Preston Corridor district, which allows for a wide range of non-residential and mixed-use development. The subject property is located just beyond the Preston Road Overlay (PRO).

Five (5) major policy considerations for the proposed development include the following:

- The subject property's base zoning is Commercial.
- The zoning request is consistent with the Future Land Use Plan.
- The proposed use helps diversify the City's tax base.
- Repurposing the existing building provides a visual improvement to the corridor.
- The site is appropriately located for the proposed non-residential use.

The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January. There was no public feedback at the public hearing.

Legal Review:
N/A

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

Financial Consideration:
N/A

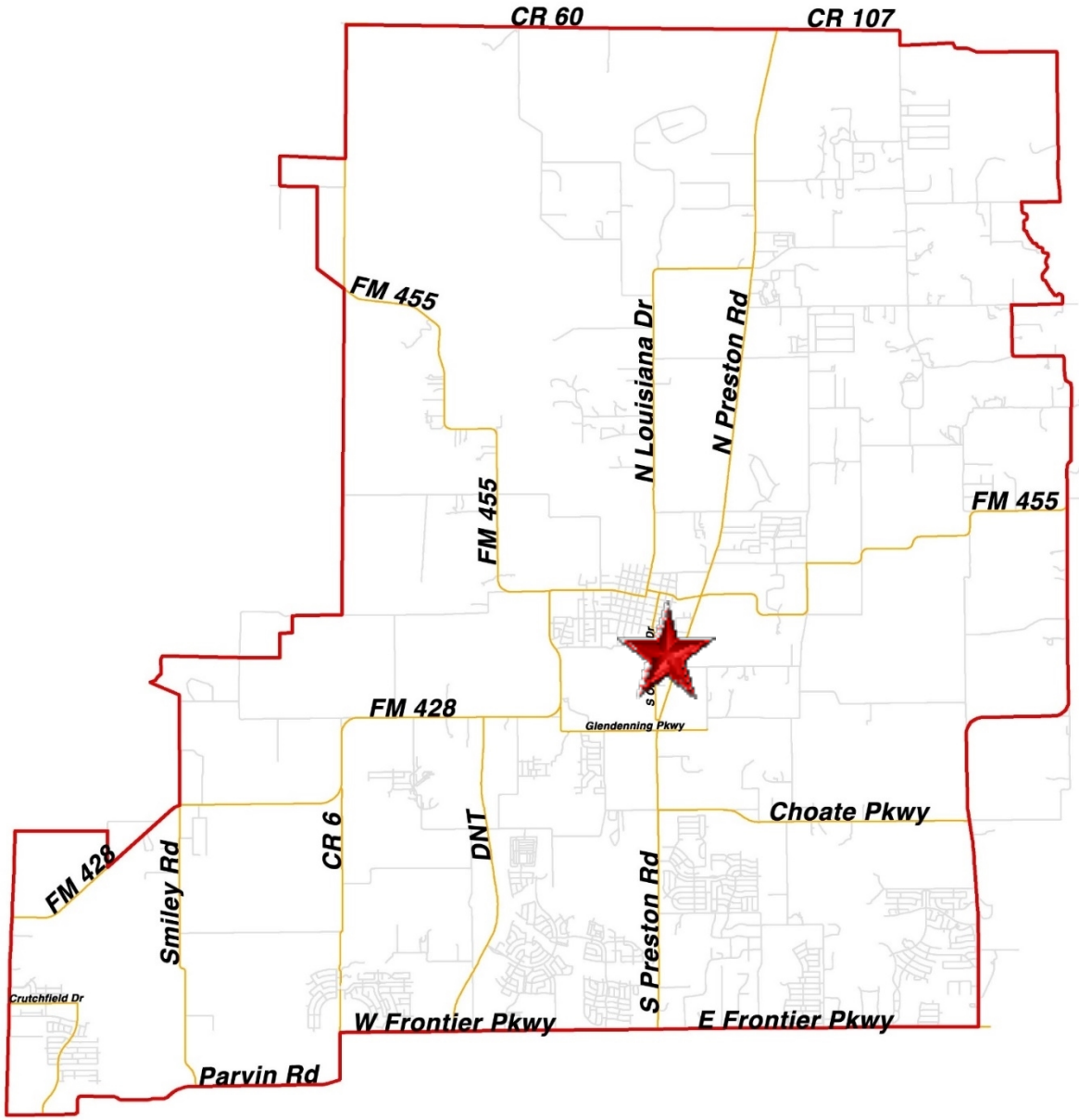
Staff Recommendation:
Staff recommends approval as presented.

HOMETOWN PAWS DOG DAY CARE (710 S OKLAHOMA)

SPECIFIC USE PERMIT

City Council
February 10, 2026




CR 60
CR 107
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
FM 428
Glendenning Pkwy
Choate Pkwy
FM 428
Smiley Rd
CR 6
DNT
S Preston Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street

BACKGROUND

- The subject property is approximately 2 acres, located within the City Limits
- The property is currently zoned Commercial, Retail, Office (C)
- A childcare center was constructed in 2013 prior to the City annexing the subject property in 2014
- The applicant desires to operate a dog daycare (Kennel, Outdoor use)

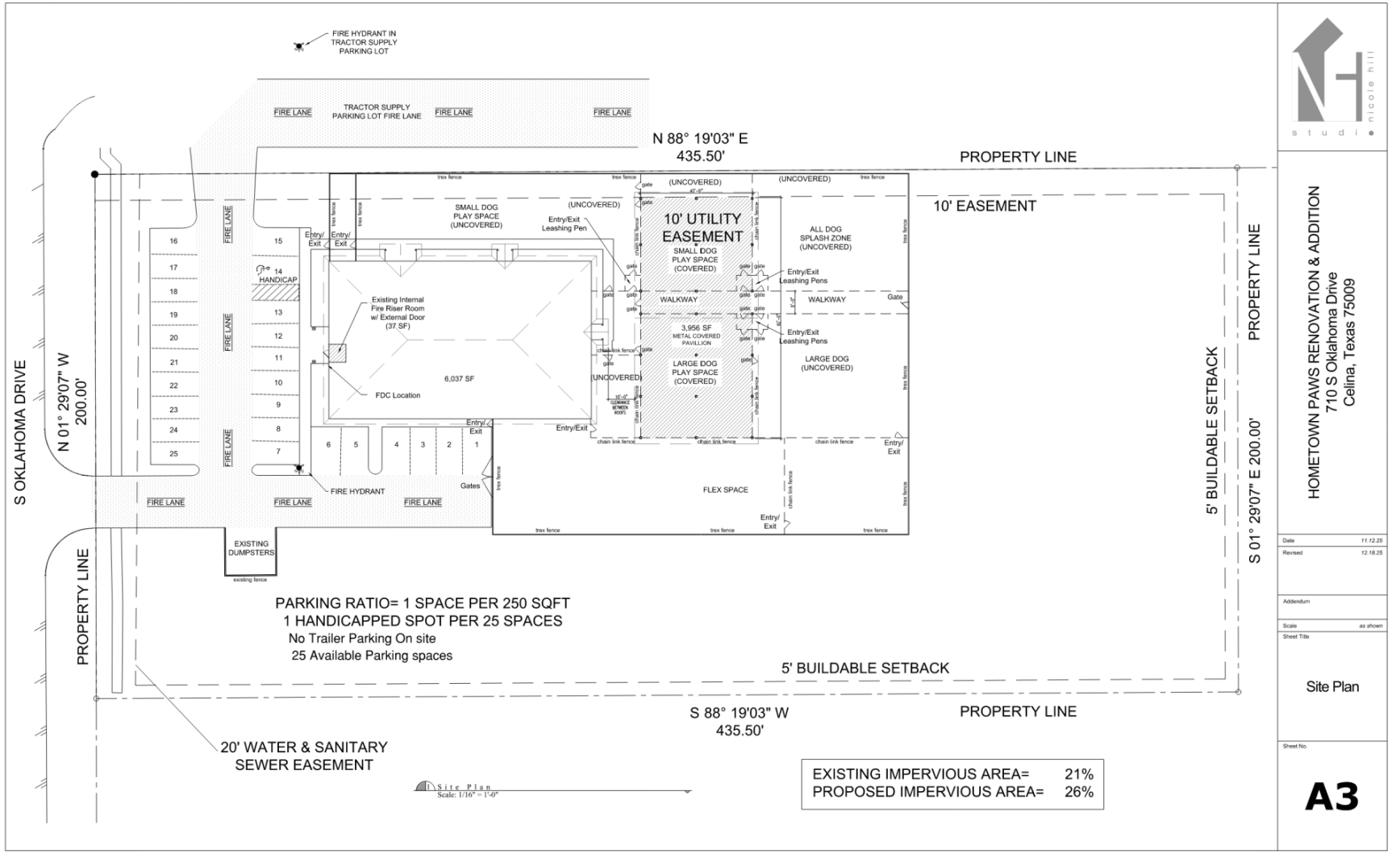
ZONING OVERVIEW

- The Zoning Ordinance requires a Kennel, Outdoor (with outside runs), to first obtain a Specific Use Permit (SUP) from the City Council to legally operate
- The Future Land Use Plan (FLUP) designates the subject property as the Preston Corridor district, which allows for a wide range of land uses, including non-residential and mixed-use
- The subject property is just beyond the PRO (Preston Road Overlay)

SUP OVERVIEW

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

CONCEPTUAL SITE PLAN



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



POLICY CONSIDERATIONS

- The proposed business helps diversify the tax base
- Repurposing the existing facility visually improves the corridor

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-SUP-03 Hometown Paws Dog Daycare Location Map

12/29/2025

N
W E
S

0 263 525

Feet

ORDINANCE NO. 2026-_____
HOMETOWN PAWS DOG DAYCARE (710 S OKLAHOMA) - SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF OKLAHOMA DRIVE AND APPROXIMATELY 1,000 FEET SOUTH OF ASH STREET, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED COMMERCIAL, RETAIL, OFFICE DISTRICT (C) ZONING AND A SPECIFIC USE PERMIT PROVIDING FOR A KENNEL, OUTDOOR USE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for a "Kennel, Outdoor" use has been requested for the property generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested

Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Kennel, Outdoor" use for the property generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, Celina, Texas, with the Commercial, Office, & Retail District (C) zoning and a Specific Use Permit for a "Kennel, Outdoor" use.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the generally located east of Oklahoma Drive and approximately 1,000 feet south of Ash Street, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13

EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 10th day of February 2026.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
Legal Description

Being all that certain lot, tract or parcel of land located in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, and being the same tract of land described in deed to TDW Holdings II, LLC, recorded in Instrument No. 20210930001998890, Official Public Records, Collin County, Texas, and being more particularly described as follows; BEGINNING at a 1/2" iron rod found in the East line of Business State Highway No. 289, a variable width right-of-way, at the Southwest corner of Lot 1, Block 1, Tractor Supply Addition, an Addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2017-329, Official Public Records, Collin County, Texas; Thence North 88°19'03" East, passing the Southeast corner of said Lot 1, same being the Southwest corner of a tract of land described in deed to Celina Depot JV, LLC, recorded in Instrument No. 2024000051268, Official Public Records, Collin County, Texas, at a distance of 400.83', and continuing a total distance of 435.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the South line of said Celina Depot JC tract, at the most Northerly Northwest corner of the remainder of a tract of land described in deed to E Real Estates, LLC, recorded in Instrument No. 20200428000610230, Official Public Records, Collin County, Texas; Thence South 01°29'07" East, a distance of 200.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at an interior "ell" corner of said E Real Estates tract; Thence South 88°19'03" West, a distance of 435.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in said East line of Business State Highway No. 289, at the most Westerly Northwest corner of said remainder of E Real Estates tract; Thence North 01°29'07" West, along said East line, a distance of 200.00' to the PLACE OF BEGINNING and containing 87,099 square feet or 2.000 acres of land.

EXHIBIT B
Depiction of Property



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending Planned Development (PD) No. 155 with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the City limits, for Willard Tract (Silo Crossing). (Mohan)

Background Information:
The subject property is approximately 130 acres. The property was annexed and zoned to a Planned Development for Willard Tract (Silo Crossing) in May 2025.

The applicant's request is to amend the Planned Development (PD) to adopt a new Concept Plan and Development Regulations. The amendments to the Concept Plan are significant enough to warrant a revision to the PD.

Approved Entitlement:
Entitled lot mix:
- 55' wide lots
- 65' wide lots (25% minimum)
- No alleys

Open space provided at 18%
8 acres reserved for Commercial uses
No multi-family uses
PID included

Proppsed Concept Plan:
Open space is maximized (28%), with connected green belts

The following lot mix is proposed:
- 50’ wide lots – 50% max
- 55’ wide lots – N/A
- 65’ wide lots – 15% min
- No alleys proposed

Same total number of lots as the original Concept Plan
No changes to Commercial
No multi-family uses are proposed
Requesting PID

The new layout includes all lots backing to open space, more amenity areas, and more trails/pedestrian connectivity. The Concept Plan proposes the same density as the previous plan (even with the addition of 50’ lots), but more open space.

The Planning & Zoning Commission recommended approval (5-0) at its regular meeting in January.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Ordinance

Financial Consideration:
N/A

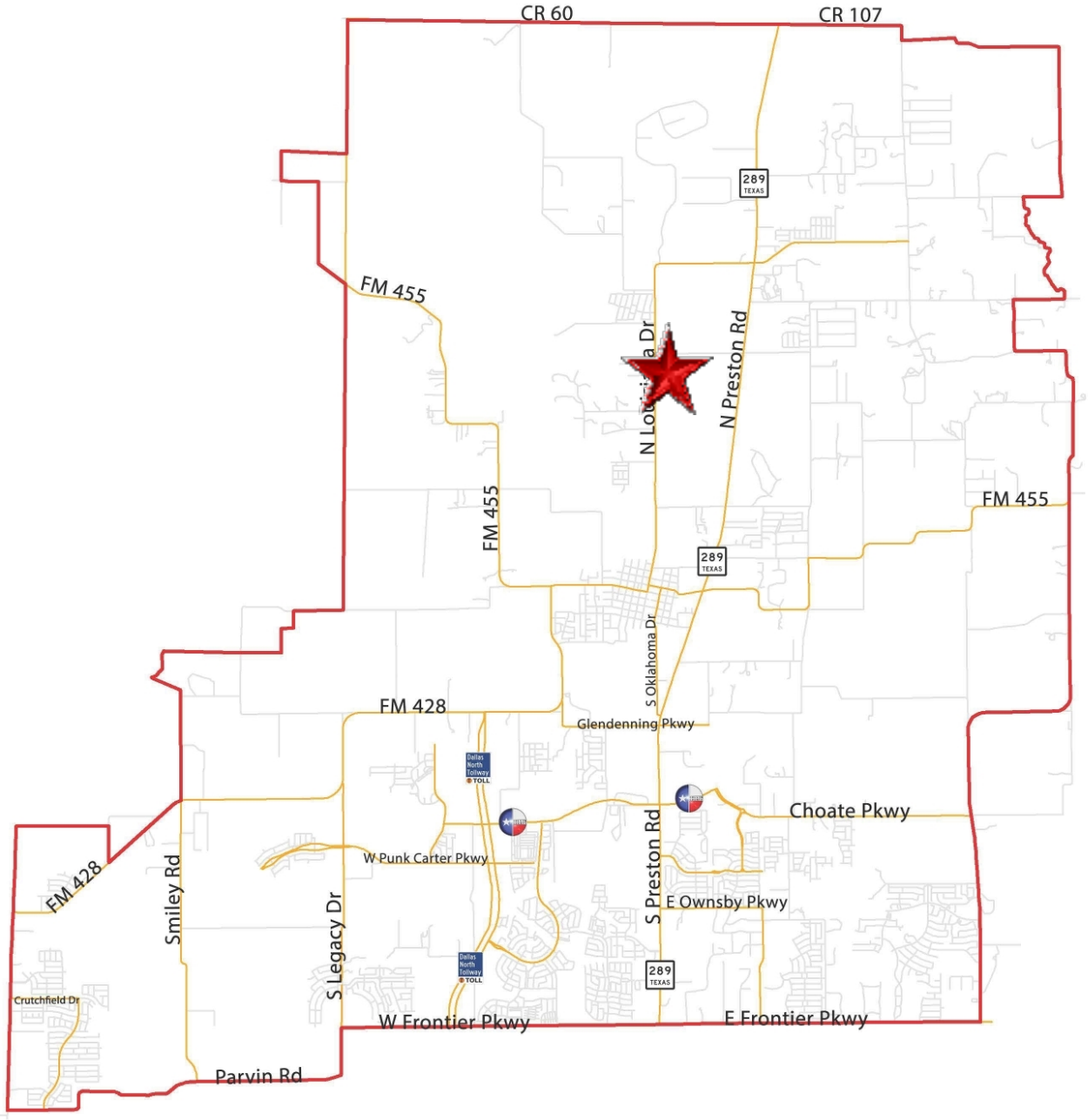
Staff Recommendation:
Staff recommends approval, as presented.

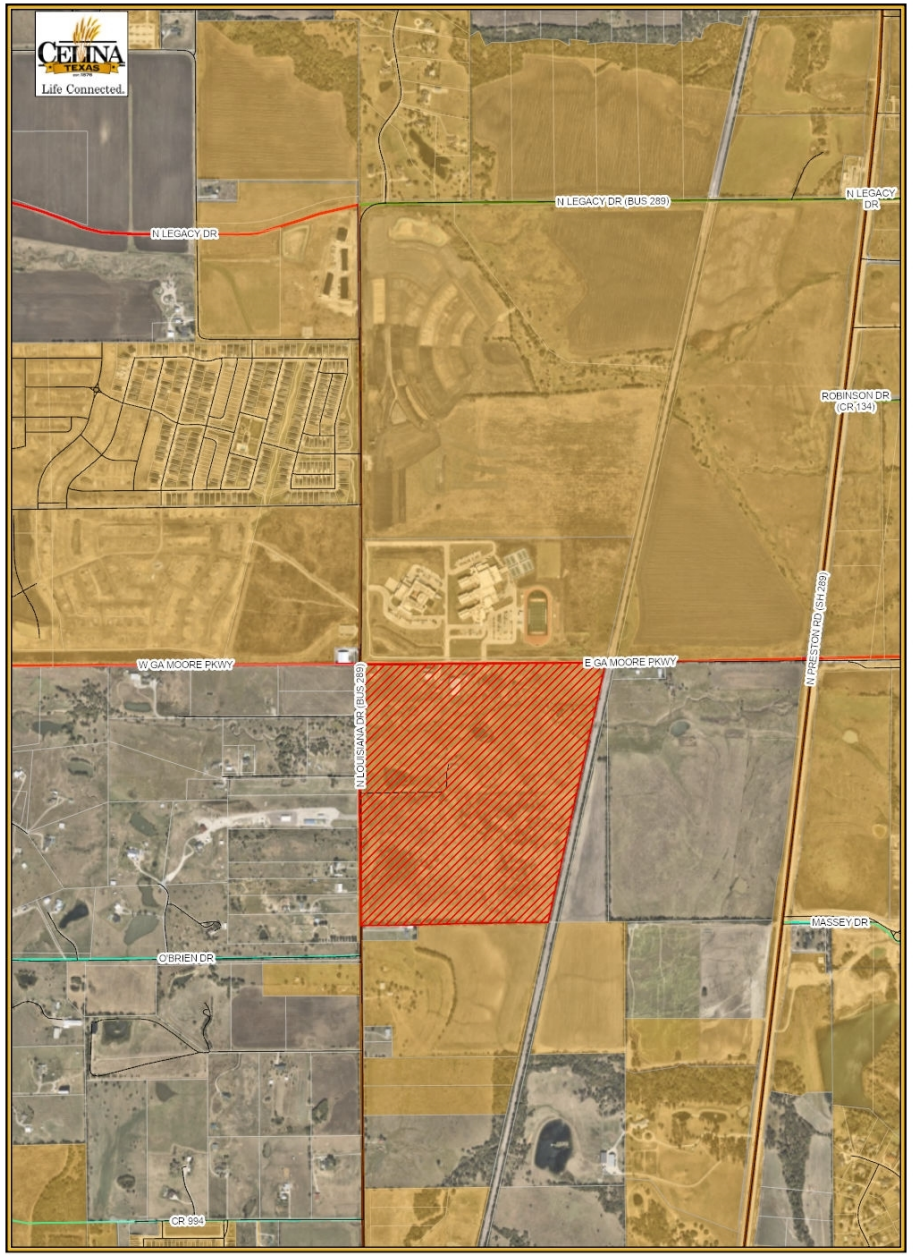
SILO CROSSING (WILLARD TRACT)

PD AMENDMENT

City Council
February 10, 2026




CR 60
CR 107
289
TEXAS
FM 455
N Preston Rd
FM 455
289
TEXAS
FM 455
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
E Ownsby Pkwy
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 GA Moore Parkway and Louisiana Drive

BACKGROUND

- The subject property is approximately 130 acres
- The property was annexed and zoned to a Planned Development for Willard Tract (Silo Crossing) in May 2025
- The applicant's request is to amend the Planned Development (PD) to adopt a new Concept Plan and Development Regulations
- The amendments to the Concept Plan are significant enough to warrant a revision to the PD

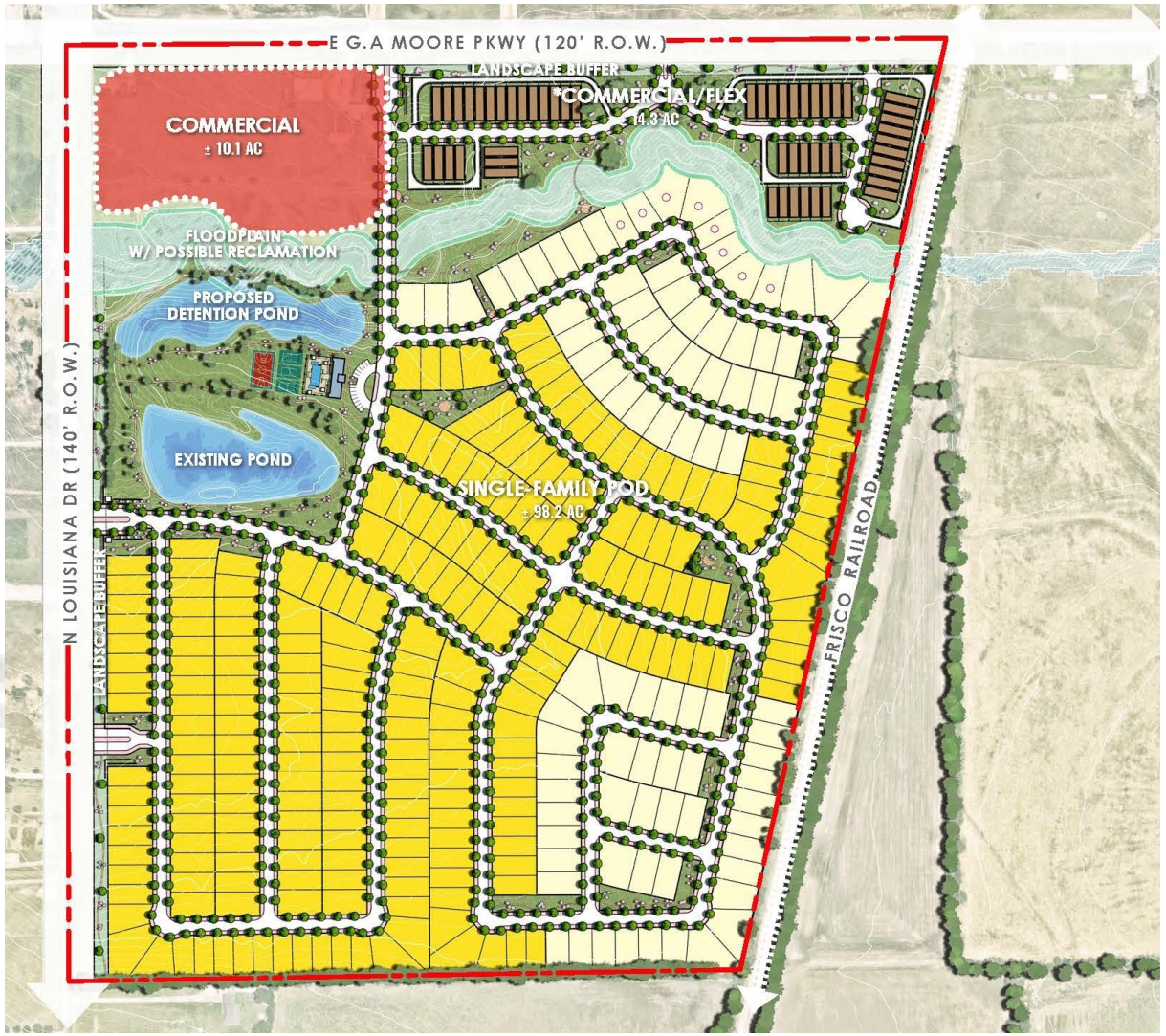
APPROVED CONCEPT PLAN

SITE KEY: ± 130.5 ACRES

SINGLE FAMILY: ±311 LOTS

- 55' X 120': ± 225 LOTS
- 65' X 120': ± 86 LOTS
- OPEN SPACE: ± 20.2 AC (19.7 AC REQ)
- COMMERCIAL: ± 8.4 AC
- COMMERCIAL/FLEX: ± 12.2 AC
- SITE BOUNDARY
- FLOODPLAIN W/ POSSIBLE RECLAMATION: ± 7.0 AC
- OFF-SITE R.O.W. DEDICATION ALONG N. LOUISIANA DR & G.A. MOORE PKWY: ± 7.8 AC

*COMMERCIAL/FLEX ALLOWS ANY CITY APPROVED COMMERCIAL USE OR ATTACHED/DETACHED TOWNHOMES.



APPROVED ENTITLEMENT

- Entitled lot mix:
  - 55’ wide lots
  - 65’ wide lots (25% minimum)
  - No alleys
- Open space provided at 18%
- 8 acres reserved for Commercial uses
- No multi-family uses
- PID included

PROPOSED CONCEPT PLAN



PROPOSED OVERVIEW

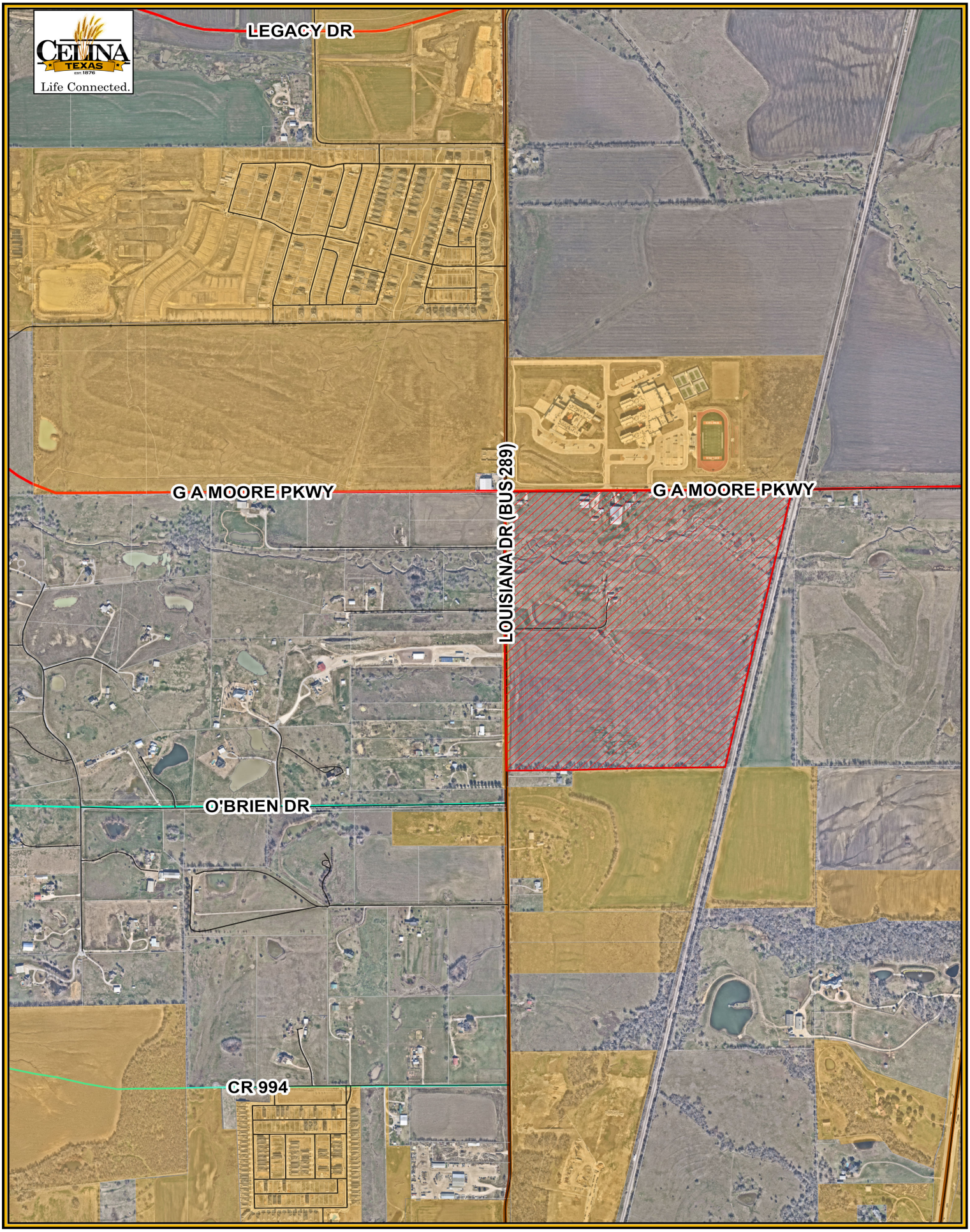
- Open space is maximized (25%), with connected green belts
- The following lot mix is proposed:
  - 50’ wide lots – 50% max
  - 55’ wide lots – N/A
  - 65’ wide lots – 15% min
  - No alleys proposed
  - Generally same number of lots as the original Concept Plan
- No changes to Commercial
- No multi-family uses are proposed
- Requesting PID

POLICY CONSIDERATIONS

- The new layout includes all lots backing to open space, more amenity areas, and more trails/pedestrian connectivity
- Generally same density as previous plan (even with addition of 50’ lots), but more open space

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-0) at its regular meeting in January
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Willard Tract Location Map

City of Celina

3/17/2025

N
W E
S

0 500 1,000

Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-_____
SILO CROSSING (WILLARD 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 130 ACRES LOCATED IN THE J. HERRON SURVEY, ABSTRACT NO. 377, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GA MOORE PARKWAY AND LOUISIANA DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO AMEND PLANNED DEVELOPMENT (PD) NO. 155 WITH SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) BASE ZONING, AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Standards, set forth in Exhibits "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a Planned Development (PD) No. 155 with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 155 with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of February 2026.

_____
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

LEGAL DESCRIPTION
130.530 Acres

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00 acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract;

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

Exhibit B
Depiction of Property

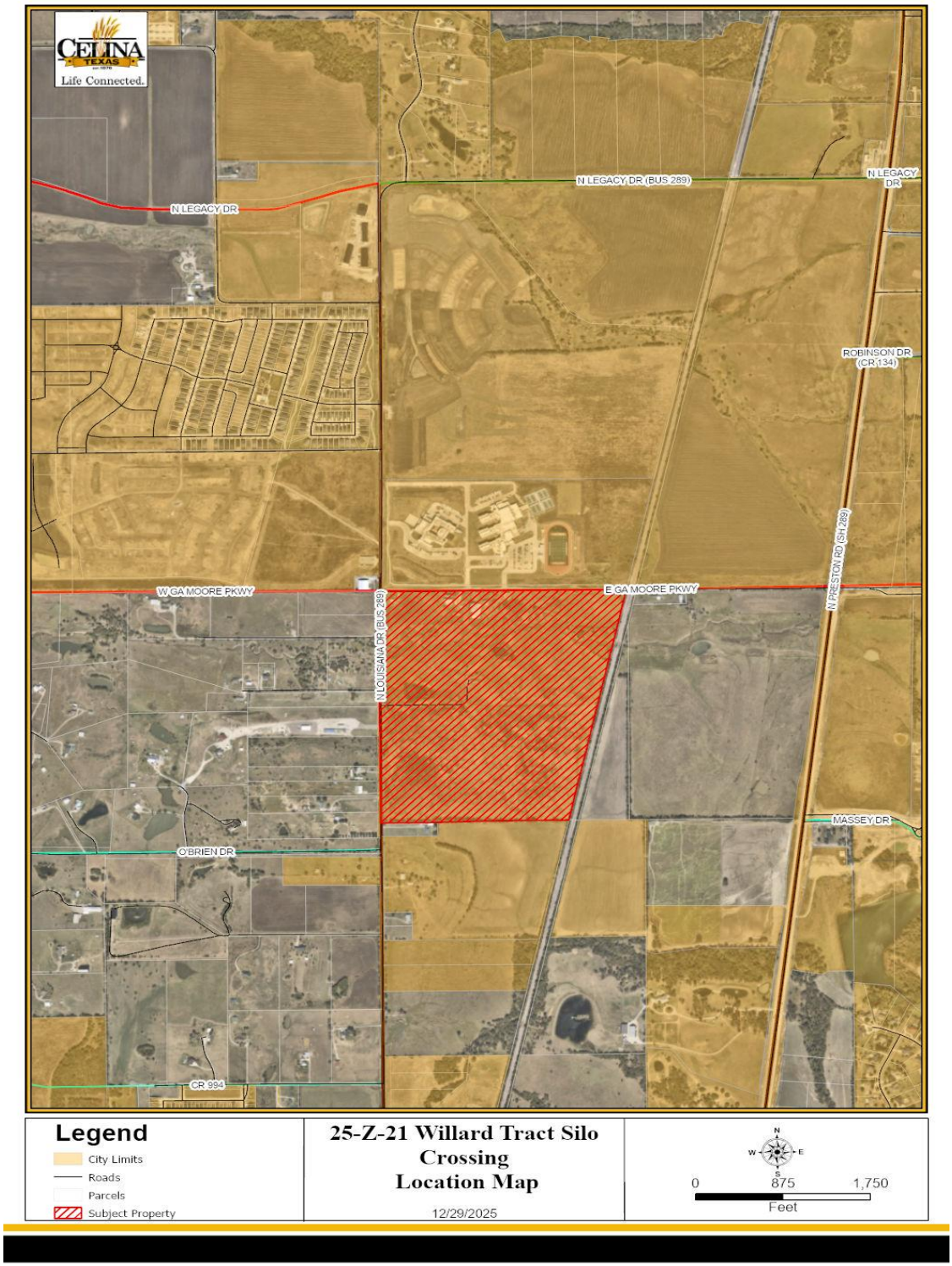


Exhibit C
Concept Plan



Exhibit D
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development. The applicant can use this document accordingly and can move directly to Construction Documents and Final Plat.

Zoning

The lot mix shall be per the table below:

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	55’	65’
Lot % (Min/Max)	50% max.	N/A	15% min.
Front-Loaded Garage	Allowed		

Sidewalks & Trails

All perimeter sidewalks shall follow base City ordinance. All internal trails shall be a minimum 8’ concrete trail throughout all internal open space areas, as generally shown on the Concept Plan.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land uses that is meaningfully located; thus, all structures shall abide by the City’s architectural standards, and as may be amended.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 20 acres to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the southwest corner of future Clear Creek Parkway and the future Dallas North Tollway, within the City limits, for Ewing Buick GMC Dealership. (McAfee)

Background Information:
The subject property is approximately 20 acres. The property is currently within City Limits and has an existing zoning from 2005 that allows for C2 – General Commercial.

The applicant is proposing to zone the property to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards to allow for a new car dealership (Buick GMC).

The subject property will be located in the Dallas North Tollway Overlay District (DNTO) Suburban subzone, which allows for most commercial, office, and light industrial uses. These uses are typically found along major arterials which allow for greater latitude with design of individual sites than in the High-Rise subzone.

The applicant was awarded the rights to establish and operate a Buick GMC franchise in 2025 from the corporate region director.

New Auto Sales are not allowed “by right” in Celina other than in Industrial zoning districts. A PD/SUP is required for dealerships on land that is zoned commercial, retail, office, DNTO, or CCOL. The DNTO (Dallas North Tollway Overlay) allows new car dealerships in the Suburban subzone with an SUP. The FLUP (Future Land Use Plan) shows this area reserved for Community Mixed-Use Center development.

Ewing Buick GMC worked extensively with staff to meet most design standards of the City. The proposed dealership is heavy masonry, with limited and tasteful branding. The layout includes partial construction of Clear Creek Parkway for access and connection to neighboring properties, monument-style signage, and a large detention pond in the back. Adjacency impacts are less than other potential land uses, due to limited hours of operation, low noise, and other performance items (no residential adjacency).

Dealerships are generally not considered visually appealing land uses. Celina's design standards are high. Dealerships provide employment & a needed product/service. They are not uncommon along major regional roadways. Dealerships are active in the community (sponsorships, donations, etc.). Passenger vehicles do not pay local sales tax (but other vehicle types do, such as boats, RVs, or heavy equipment). Sales tax is collected on service parts. Dealerships pay property tax and inventory tax.

P&Z and Council gave direction early last summer that dealerships should not locate in the High-Rise subzone.

At the P&Z meeting in January, no one spoke at the Public Hearing. Staff received three emails in opposition from residents who reside in The Creeks of Legacy neighborhood.

The Planning & Zoning Commission recommended approval (5-0) at its regular meeting in January.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Ordinance

Financial Consideration:
N/A

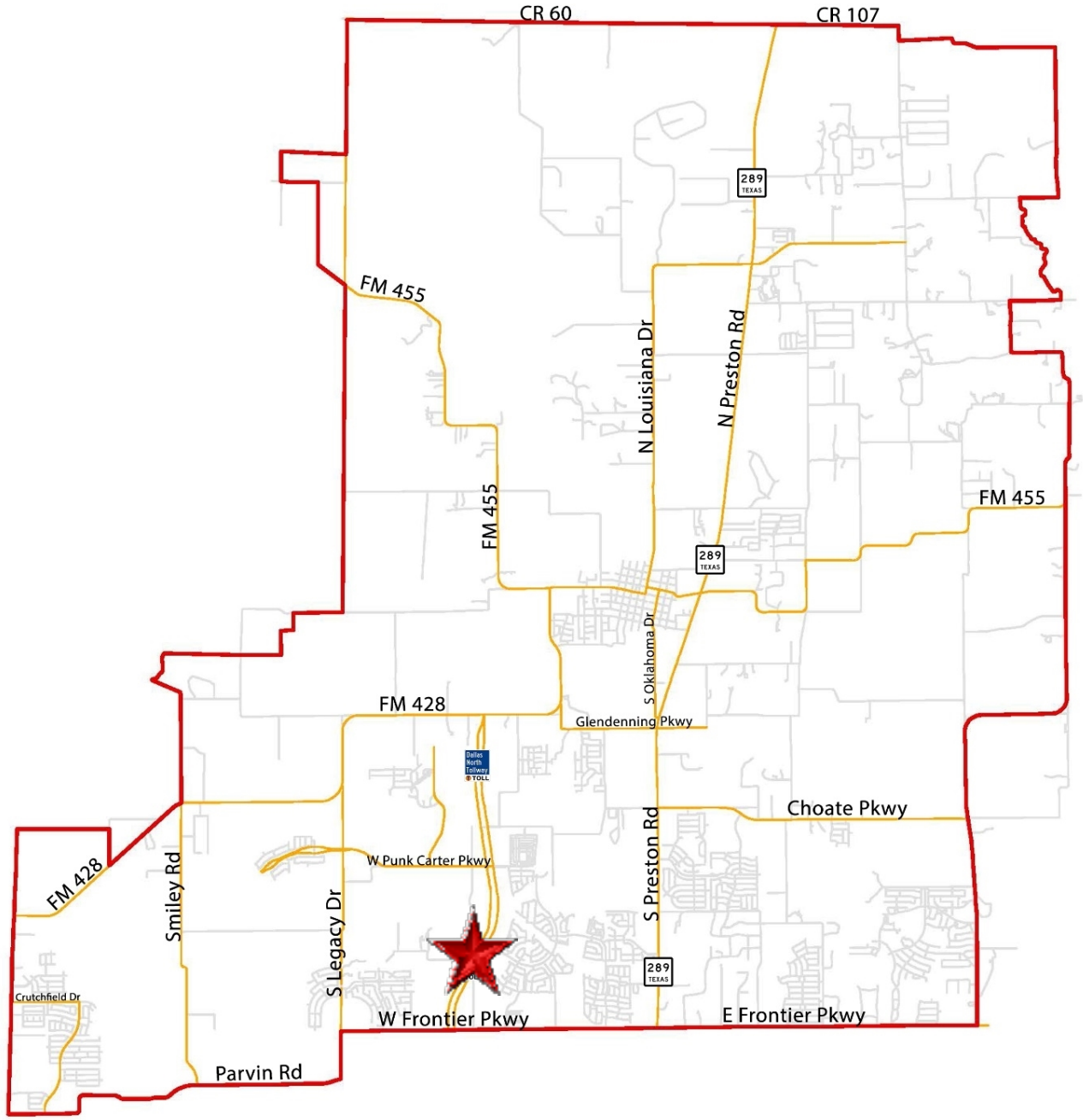
Staff Recommendation:
Staff recommends approval, as presented.

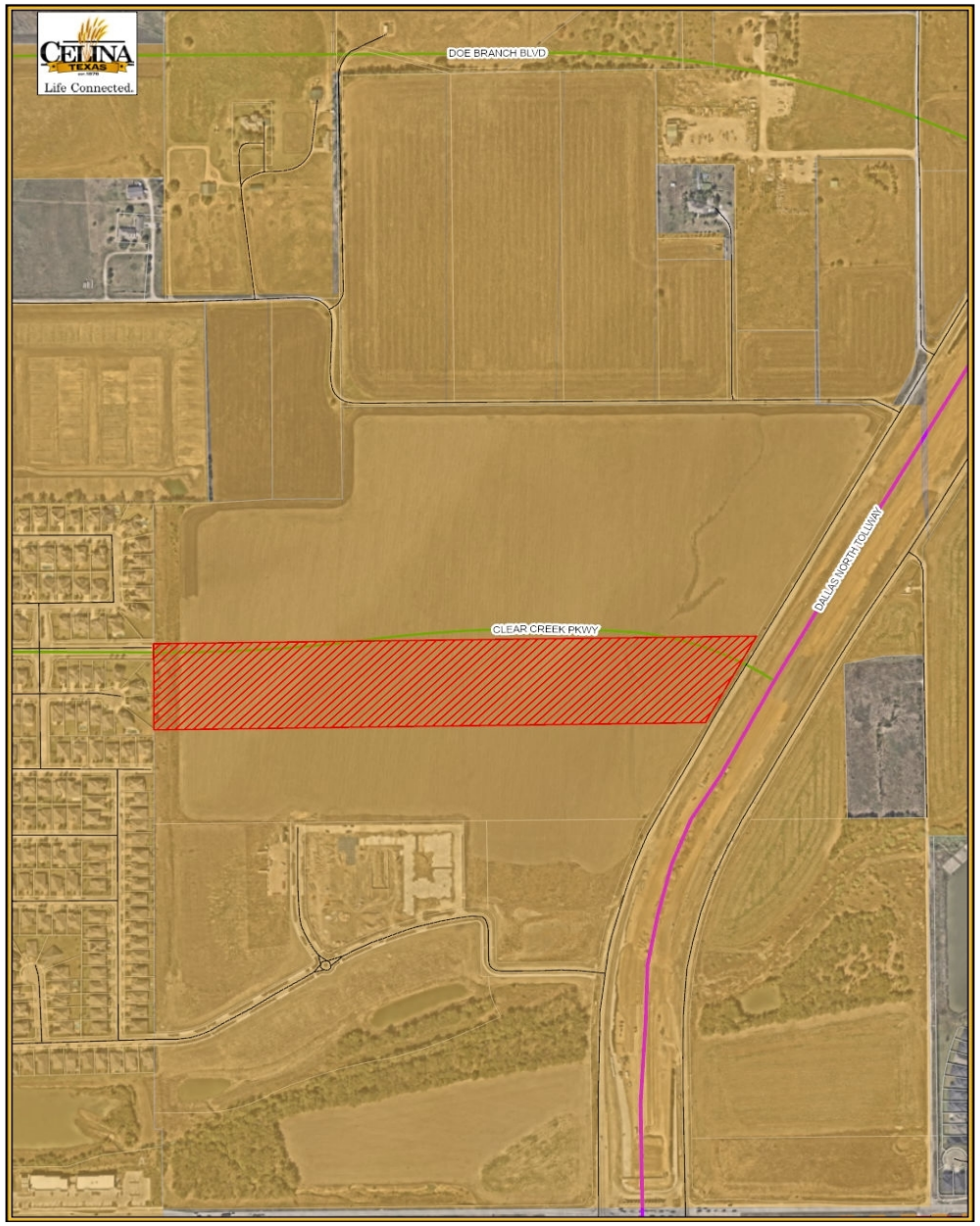
EWING BUICK GMC

PD Zoning

City Council
February 10, 2026




CR 60
CR 107
289
TEXAS
FM 455
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N Preston Rd
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Parvin Rd



LOCATION MAP

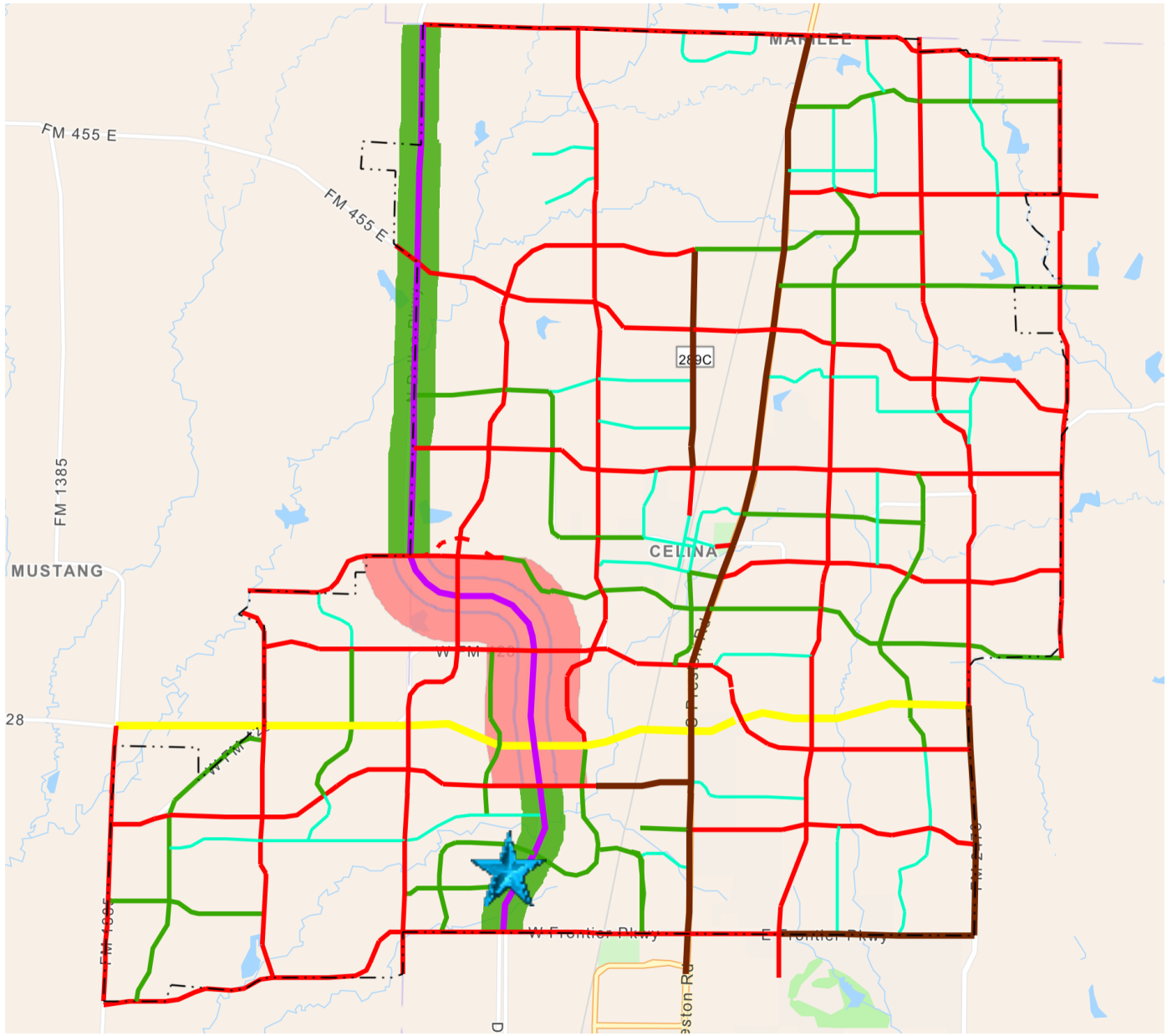
The subject property is generally located at the southwest corner of future Clear Creek Parkway and the future Dallas North Tollway

BACKGROUND

- The subject property is approximately 20 acres
- The property is currently within City Limits and has an existing zoning from 2005 that allows for C2 – General Commercial
- The applicant is proposing to zone to a *Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards* to allow for a new car dealership (Buick GMC)
- The subject property will be located in the Dallas North Tollway Overlay District (DNTO) Suburban subzone, which allows for most commercial, office, and light industrial uses that are typically found along major arterials and to allow greater latitude with design of individual sites than in the High-Rise subzone.
- The applicant was awarded the rights to establish and operate a Buick GMC franchise in 2025 from the corporate region director

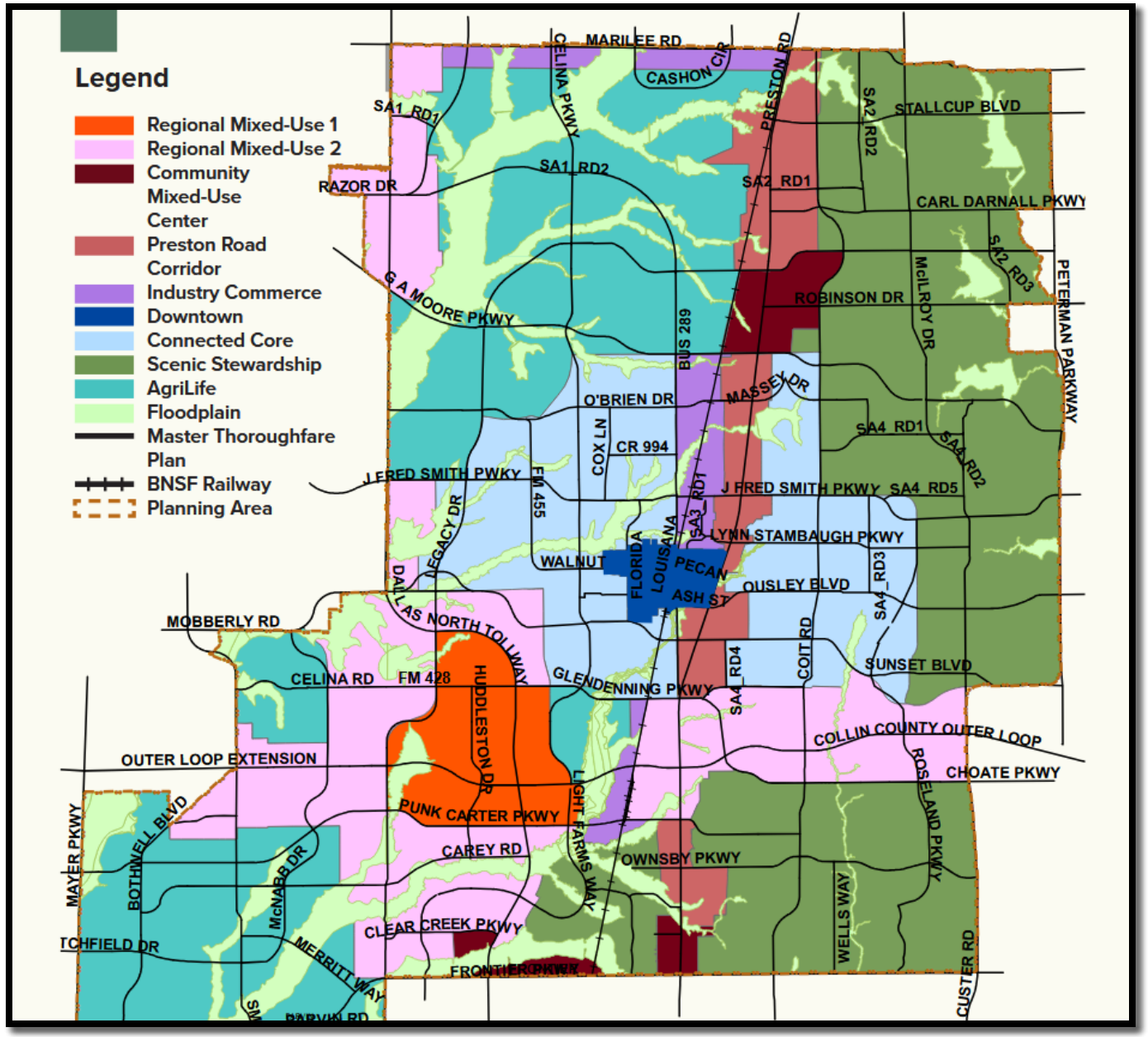
ENTITLEMENT OVERVIEW

- New Auto Sales are not allowed “by right” in Celina other than in Industrial zoning districts
- PD/SUP is required for dealerships on land that is zoned commercial, retail, office, DNTO, or CCOL
- The DNTO (Dallas North Tollway Overlay) allows new car dealerships in the Suburban subzone with an SUP
- The FLUP (Future Land Use Plan) shows this area reserved for Community Mixed-Use Center development

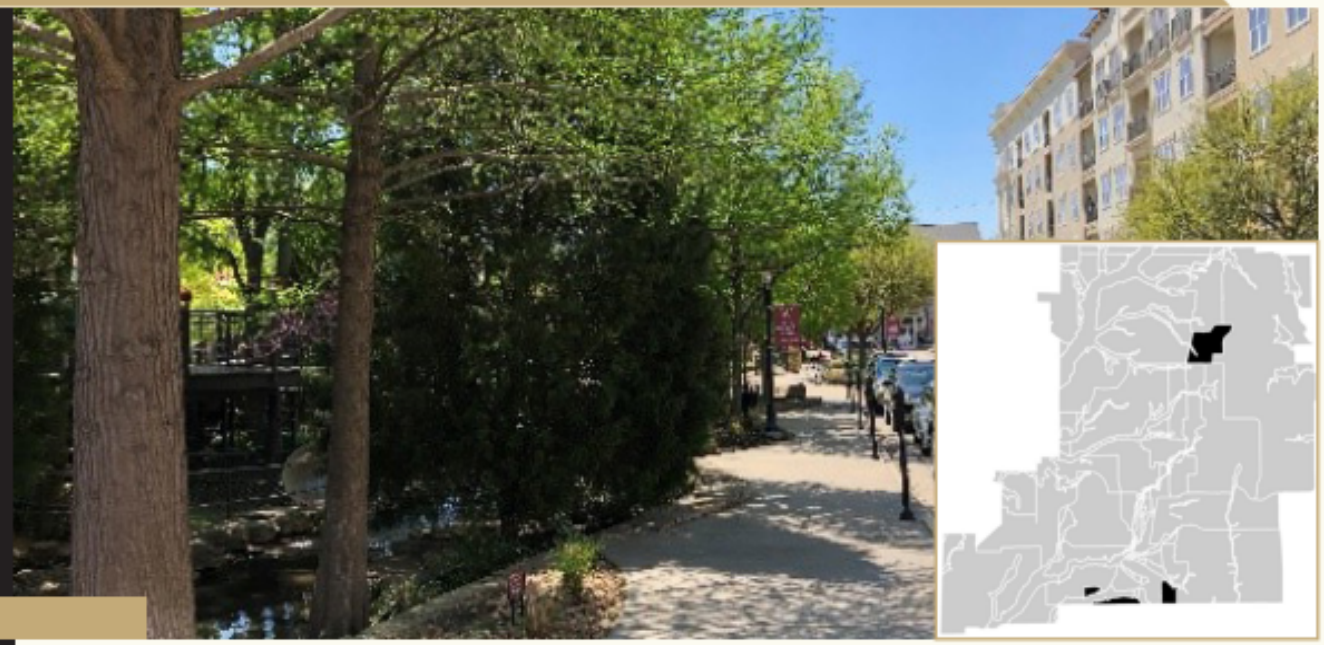


High Rise Zone - 2500 ft

Suburban Zone - 1000 ft


Legend
Regional Mixed-Use 1
Regional Mixed-Use 2
Community Mixed-Use Center
Preston Road Corridor
Industry Commerce
Downtown
Connected Core
Scenic Stewardship
AgriLife
Floodplain
Master Thoroughfare Plan
BNSF Railway
Planning Area
MARILEE RD
CASHON CIR
PRESTON RD
CELINA PKWY
SA1_RD1
SA1_RD2
SA2_RD1
SA2_RD2
STALLCUP BLVD
RAZOR DR
CARL DARNALL PKWY
SA2_RD3
PETERMAN PARKWAY
McILRDY DR
S A MOORE PKWY
ROBINSON DR
BUS 289
O'BRIEN DR
MASSEY DR
SA4_RD1
SA4_RD2
COX LN
CR 994
J FRED SMITH PWKY
FM 455
J FRED SMITH PKWY
SA4_RD5
SA3_RD1
LEGACY DR
LYNN STAMBAUGH PKWY
WALNUT
FLORIDA
LOUISIANA
PECAN
ASH ST
OUSLEY BLVD
SA4_RD3
DALLAS NORTH TOLLWAY
MOBBERLY RD
COIT RD
SUNSET BLVD
CELINA RD
FM 428
HUDDLESTON DR
GLENDENNING PKWY
SA4_RD4
COLLIN COUNTY OUTER LOOP
OUTER LOOP EXTENSION
ROSELAND PKWY
CHOATE PKWY
LIGHT FARMS WAY
PUNK CARTER PKWY
MAYER PKWY
BOTHWELL BLVD
CAREY RD
McNABB DR
OWNSBY PKWY
CLEAR CREEK PKWY
TCHFIELD DR
MERRITT WAY
WELLS WAY
CUSTER RD
FRONTIER PKWY
PARVIN RD

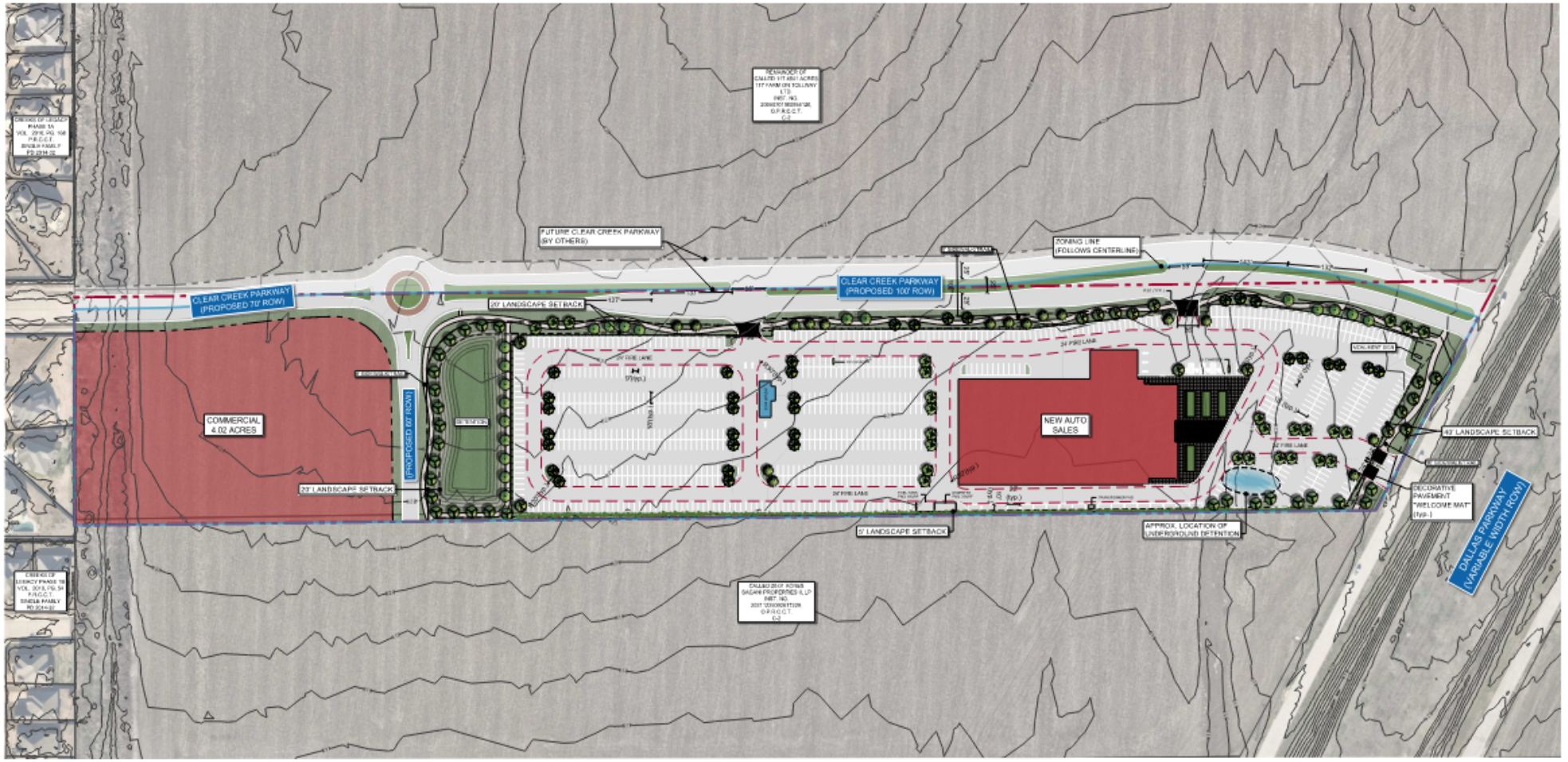
Character District



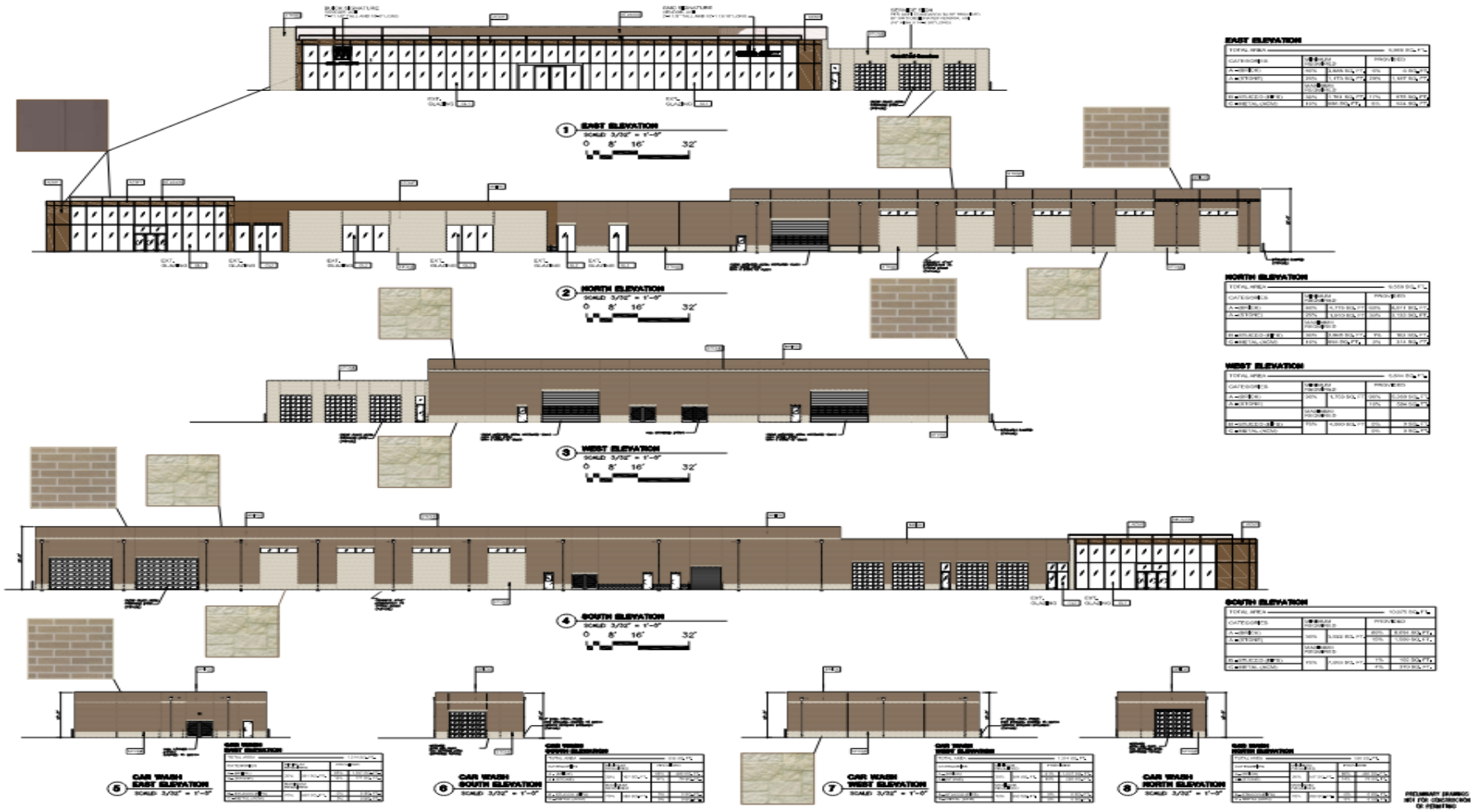
COMMUNITY MIXED-USE CENTER

Community Mixed-Use Center is envisioned as a highly walkable development of mixed uses, including shopping, restaurants, entertainment, and residential uses. Supported by the neighboring residential and retail uses, the area is anticipated to serve as a local gathering space at key intersections, connected to other areas by shaded and multi-modal trails and networks. With extensive landscaping, continuous shade, and plentiful amenities, Community Mixed-use Center should be a welcoming environment.

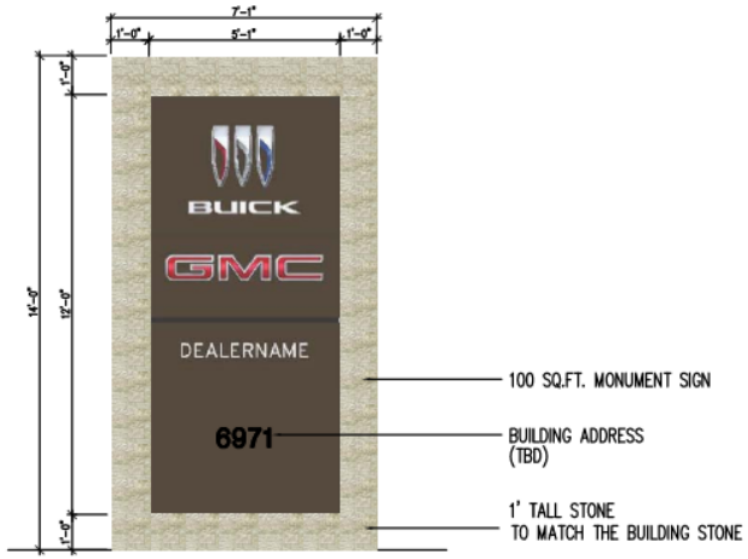
CONCEPT PLAN



CONCEPTUAL RENDERINGS

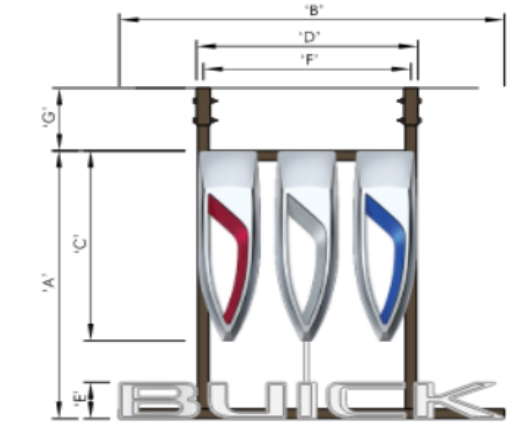


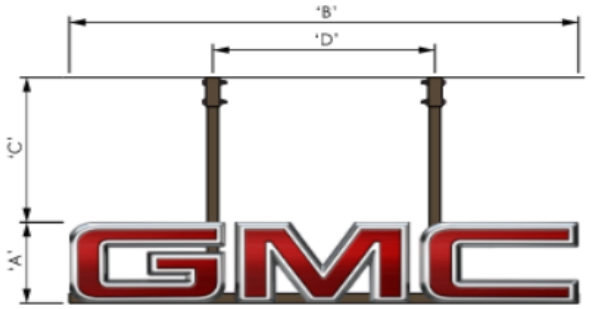
CONCEPTUAL SIGN RENDERINGS

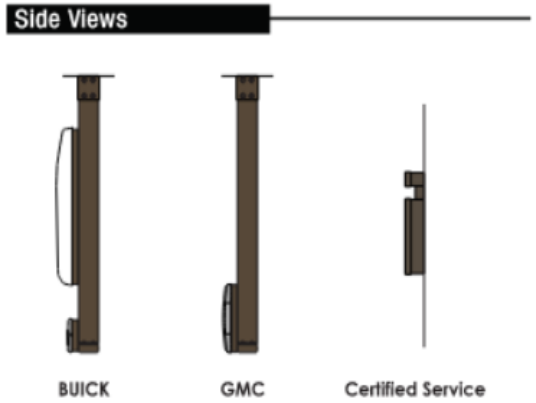


3 EWING BUICK-GMC MONUMENT SIGN

SCALE: 1/4" =1'-0"









PROJECT DESIGN

- Ewing Buick GMC worked extensively with staff to meet most design standards of the City
- The proposed dealership is heavy masonry, with limited and tasteful branding
- Layout includes partial construction of Clear Creek Parkway for access and connection to neighboring properties, monument style signage, and a large detention pond in the back
- Adjacency impacts are less than other potential land uses, due to limited hours of operation, low noise, and other performance items (no residential adjacency)

POLICY CONSIDERATIONS

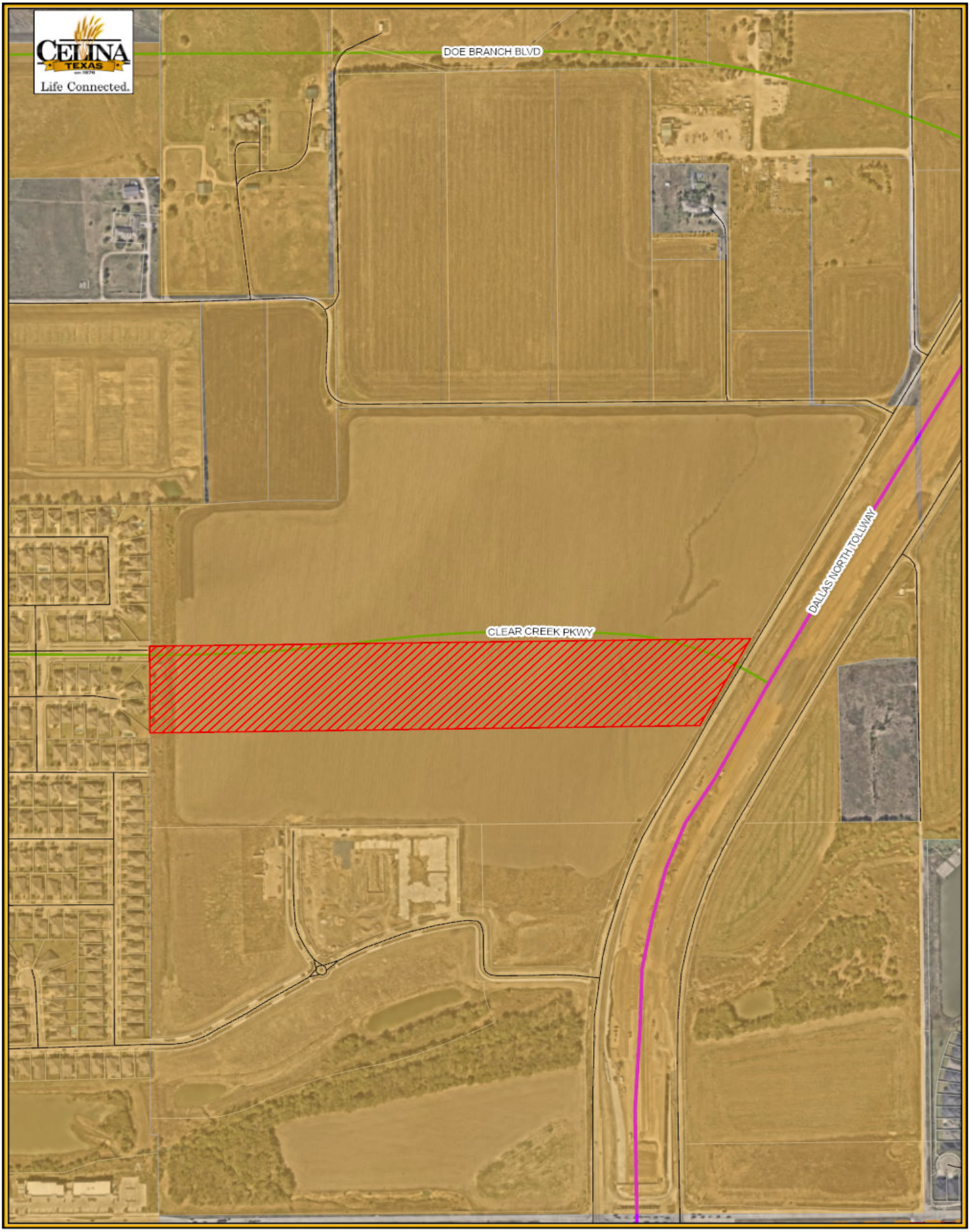
1. Dealerships are generally not considered visually appealing land uses
   - Celina's design standards are high
   - Dealerships provide employment & a needed product/service
   - Dealerships are not uncommon along major regional roadways
   - Dealerships are active in the community (sponsorships, donations, etc.)
2. Passenger vehicles do not pay local sales tax (*but other vehicle types do, such as boats, RVs, or heavy equipment*)
   - Sales tax is collected on service parts
   - Dealerships pay property tax and inventory tax
3. P&Z and Council gave direction early last summer that dealerships should not locate in the High-Rise subzone

P&Z PUBLIC HEARING

- No one spoke at the Public Hearing
- Staff received three emails in opposition from residents who reside in The Creeks of Legacy neighborhood

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-0) at its regular meeting in January
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-16 Ewing Buick GMC Dealership Location Map

12/29/2025

N
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Feet

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-_____
EWING BUICK GMC

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 20 ACRES LOCATED IN THE F.D. GARY SURVEY, ABSTRACT NO. 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CLEAR CREEK PARKWAY AND FUTURE DALLAS NORTH TOLLWAY AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 163 WITH A BASE ZONING OF DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO), 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, Renderings, Signage, and Development Standards, set forth in Exhibits "C", "D", "E,", and "F," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 163 with a base zoning of Dallas North Tollway Overlay District (DNTO), 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:	Renderings
Exhibit E:	Signage
Exhibit F:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 163 with a base zoning of Dallas North Tollway Overlay District (DNTO), with modified development standards, and incorporates the Concept Plan, Renderings, Signage, and Development Standards, attached hereto as Exhibit "C", "D", "E", and "F," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of February 2026.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

BEING a tract of land situated in the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas, and being all of a called 20.00-acre tract of land described in a deed to Celina Gateway LLC, recorded in Instrument No. 20161214001694910, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said 20.00-acre tract, same being on the westerly line of a called 117.4541-acre tract of land described in a deed to 117 Farm on Tollway Ltd., recorded in Instrument No. 20050701000855120, said Official Public Records, same also being on the easterly line of Creeks of Legacy Phase 1A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Volume 2016, Page 168, Plat Records, Collin County, Texas;

THENCE North 89°20'33" East, along the northerly line of said 20.00-acre tract, a distance of 2,410.48 feet to the a 1/2 inch iron rod found for the northeast corner of said 20.00-acre tract, same being on the westerly line of a called 15.42-acre tract of land described in a deed to Collin County, Texas, recorded in Instrument No. 20060912001319520, said Official Public Records, same also being on the westerly right-of-way line of Dallas North Tollway (variable width public right-of-way);

THENCE South 28°30'00" West, along the common line of said 20.00-acre tract and said Dallas North Tollway, a distance of 432.43 feet to a 1/2 inch iron rod found for the southeast corner of said 20.00-acre tract, common to the northeast corner of a called 20.01-acre tract of land described in a deed to Sagani Properties II, LP, recorded in Instrument No. 20211229002617220, said Official Public Records;

THENCE South 89°20'50" West, departing said westerly right-of-way line and along the common line of said 20.00-acre tract and said 20.01-acre tract, a distance of 2,203.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 20.00-acre tract, common to the northwest corner of said 20.01-acre tract, same being on the easterly line of the aforementioned Creeks of Legacy Phase 1A;

THENCE North 00°06'22" West, along the common line of said Creeks of Legacy Phase 1A and said 20.00-acre tract, a distance of 377.48 feet to the **POINT OF BEGINNING** and containing 19.995 acres (870,996 square feet) of land, more or less.

Exhibit B
Depiction of Property

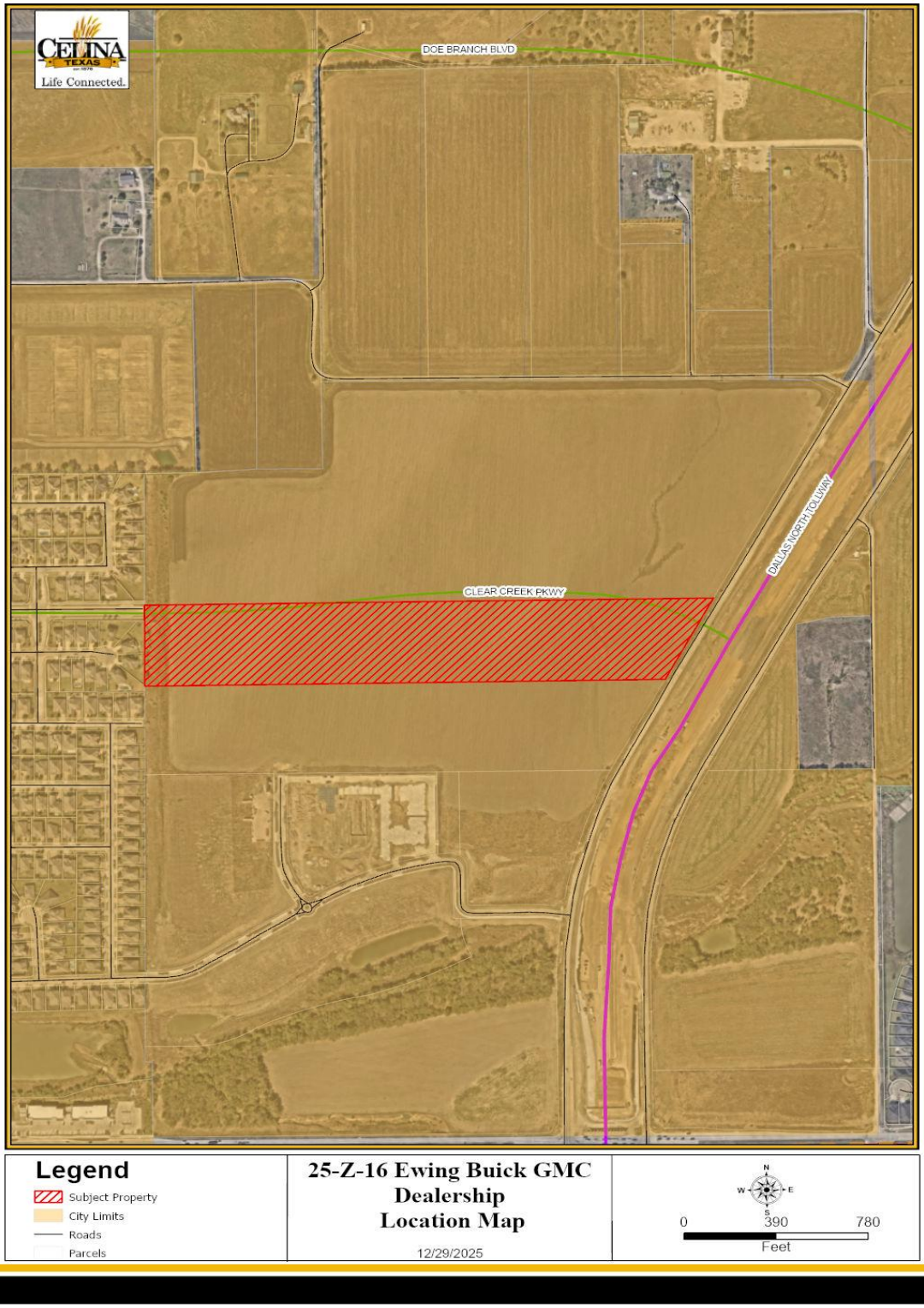


Exhibit C
Concept Plan

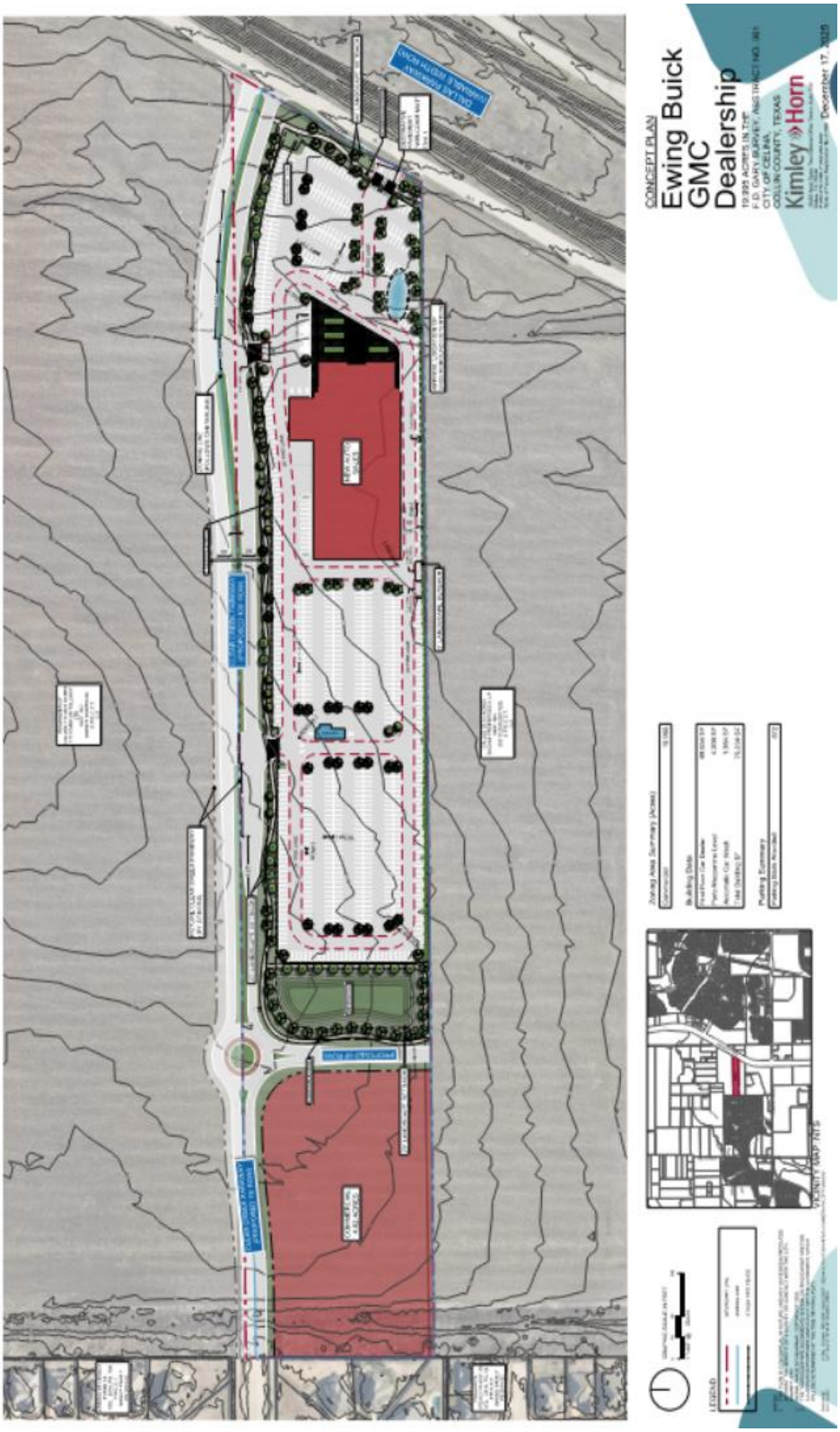
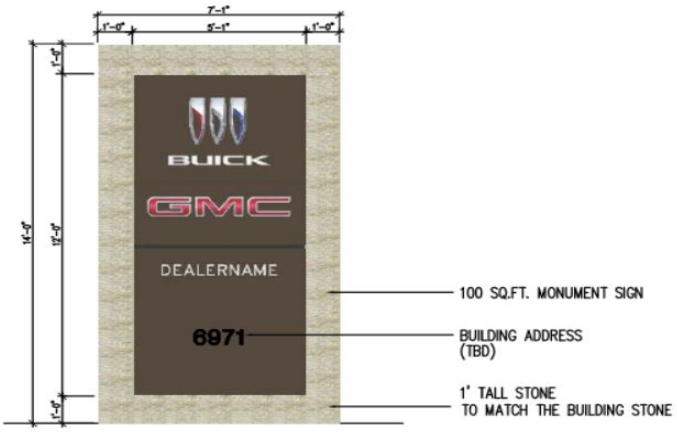


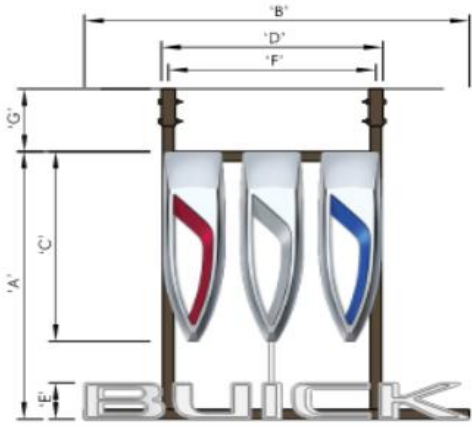
Exhibit D
Renderings

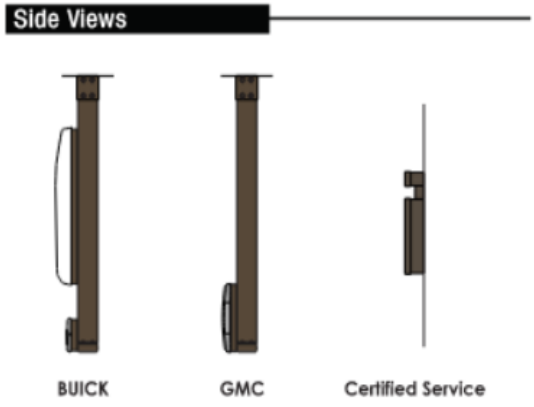


Exhibit E
Signage



3 **EWING BUICK-GMC MONUMENT SIGN**
SCALE: 1/4" =1'-0"





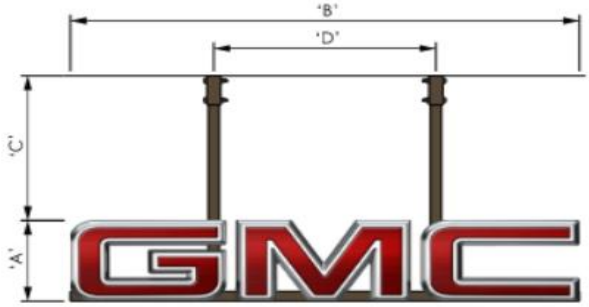




Exhibit F
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned Planned Development (PD) with a base zoning of Dallas North Tollway Overlay District (DNTO), with the following modified regulations:

1. The subject property may utilize the additional land use of new auto sales, including associated and secondary land uses common to dealerships.
2. The subject property shall generally develop per the attached Concept Plan package, including layout, architecture, signage, and landscaping. Nothing on the Concept Plan precludes the administration of signage, lighting, or Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.
3. The landscape buffer on the north side, adjacent to Clear Creek Parkway, is allowed to be 20’ wide with an 8’ sidewalk.

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: Robert Ranc, City Manager
Date: February 10, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of senior independent living; generally located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code, Preston Streams District, for Preston Club. (McAfee)

Background Information:

The subject property is approximately two (2) acres, and is located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code, Preston Streams District. The applicant, Preston Club, proposes to develop a five-story independent living facility with associated commercial components and a structured parking garage.

The property is currently zoned within the Preston Streams district of the Downtown Code. The proposed land use is membership-based, age-restricted, independent living with ground-floor commercial use, permitted by the Downtown Code. However, the applicant is requesting a Major Modification to the Downtown Code design standards in order to construct the building as proposed.

A Major Modification is required for significant deviations from the base Downtown Code standards that do not qualify as Minor Modifications and may be design-related or land-use-related in nature. This request is design-related. Major Modifications are reviewed by the Planning & Zoning Commission, with final approval authority resting with the City Council, and require the same public hearing notifications and processes as zoning changes.

The purpose of a Major Modification is to determine the appropriateness of a proposal, with the City having broad discretionary approval authority, provided the request is consistent with the vision of the Downtown Master Plan and the design principles of the Downtown Code.

The proposed development includes:

- A primary building containing approximately 160 independent living (age 55+) residential units, ground-floor amenities, and approximately 9,000 square feet of commercial space.
- A secondary building containing approximately 20 independent living (age 55+) residential units and a 4,500 square-foot ground-floor fitness, health, and wellness center.
- A structured parking garage providing approximately 257 parking spaces.
- Twelve (12) parallel on-street parking spaces along adjacent side streets.
- Two outparcels that include one rental house and one homestead.

The proposed Major Modifications to the Downtown Code include:

- **Building Height:**
  The DTC allows a maximum of three stories by right. The applicant proposes a five-story mixed-use building and a five-story parking garage, up to approximately 65 feet in height. Staff notes that the Entertainment District across the street allows up to five stories, or six stories with a parking garage.
- **Building Type:**
  Block building types are not permitted in the Preston Streams District. The applicant is requesting approval to allow a block building type. Staff notes that the Downtown Master Plan envisioned projects similar to the proposed development, even if they are not technically allowed under the current Preston Streams regulations.
- **Setbacks and Setback Averaging:**
  The code requires setback averaging where adjacent structures exist. The proposed project complies with a zero-foot build-to zone. Staff notes that for block buildings along Type B streets, setbacks of 0 to 10 feet are permitted, and that setback averaging applies only when a project is located on an established block of houses.
- **Transition Area Height:**
  Within 35 feet of residential property, buildings are limited to a maximum of two stories. The applicant proposes no stepback and maintains the full building height. Staff acknowledges the discrepancy and notes that one adjacent home is a rental and the other is a homestead. Both property owners have discussed the project with the applicant.
- **Parking:**
  The zoning ordinance requires 315 parking spaces. The applicant proposes 269 parking spaces, including on-street parking. Staff notes that age-restricted communities typically have lower parking demands than the City's base requirement of 1.5 spaces per unit.
- **Signage:**
  Rooftop signage is not permitted, and wall signage is limited to 20 feet in width. The applicant proposes an illuminated "Preston Club" rooftop sign with a width of 22 feet. Staff notes that rooftop signs are allowed on Type B streets within Patio Commons and the Entertainment District.

- **Additional Modification:**
  The major modification request also includes the ability to acquire two additional lots on the block without requiring additional authorization.

Major policy considerations for the development include the following:

- The project visually improves a block along a significant downtown corridor.
- The proposed architectural renderings adhere to Celina's Historic Texas Architectural Style characteristics, including the parking garage.
- The development adds significant ad-valorem value to the City.
- The project meets the overall vision of the Downtown Master Plan, despite deviations from specific Downtown Code design standards.

The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January. There was no public feedback at the Public Hearing.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Major Modification Table

Financial Consideration:
N/A

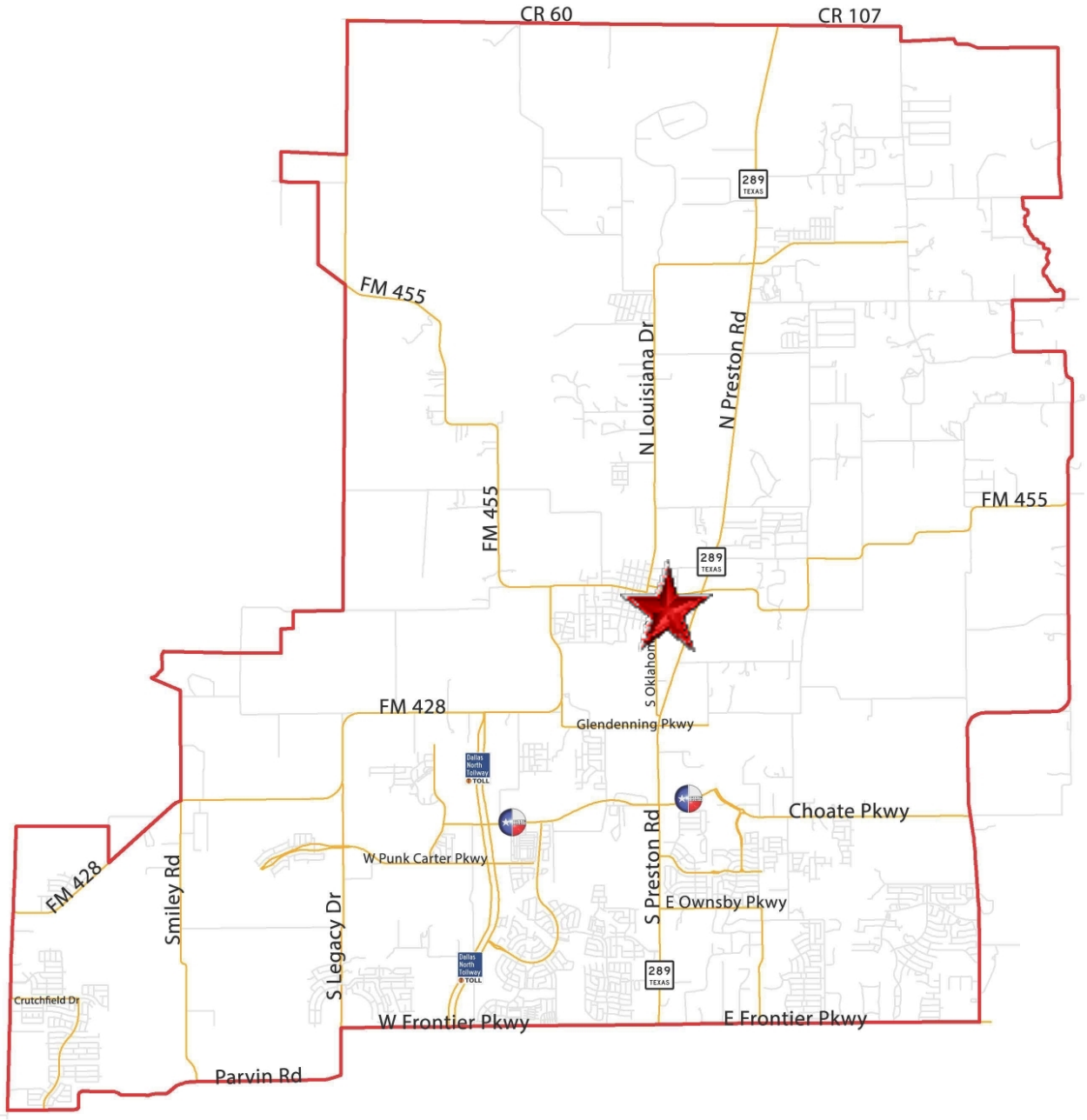
Staff Recommendation:
Staff recommends approval as presented.

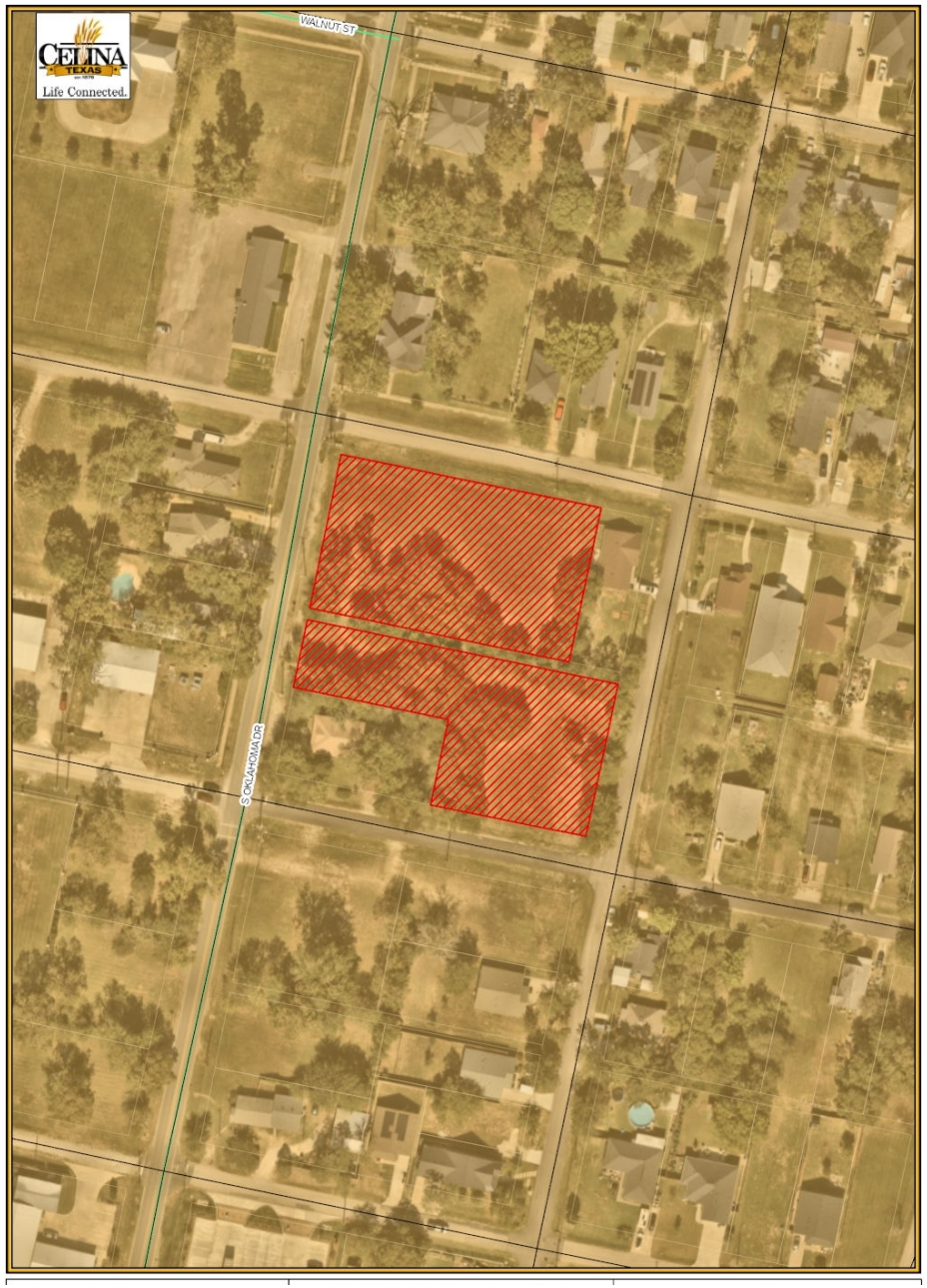
PRESTON CLUB CELINA

MAJOR MODIFICATION

City Council
February 10, 2026

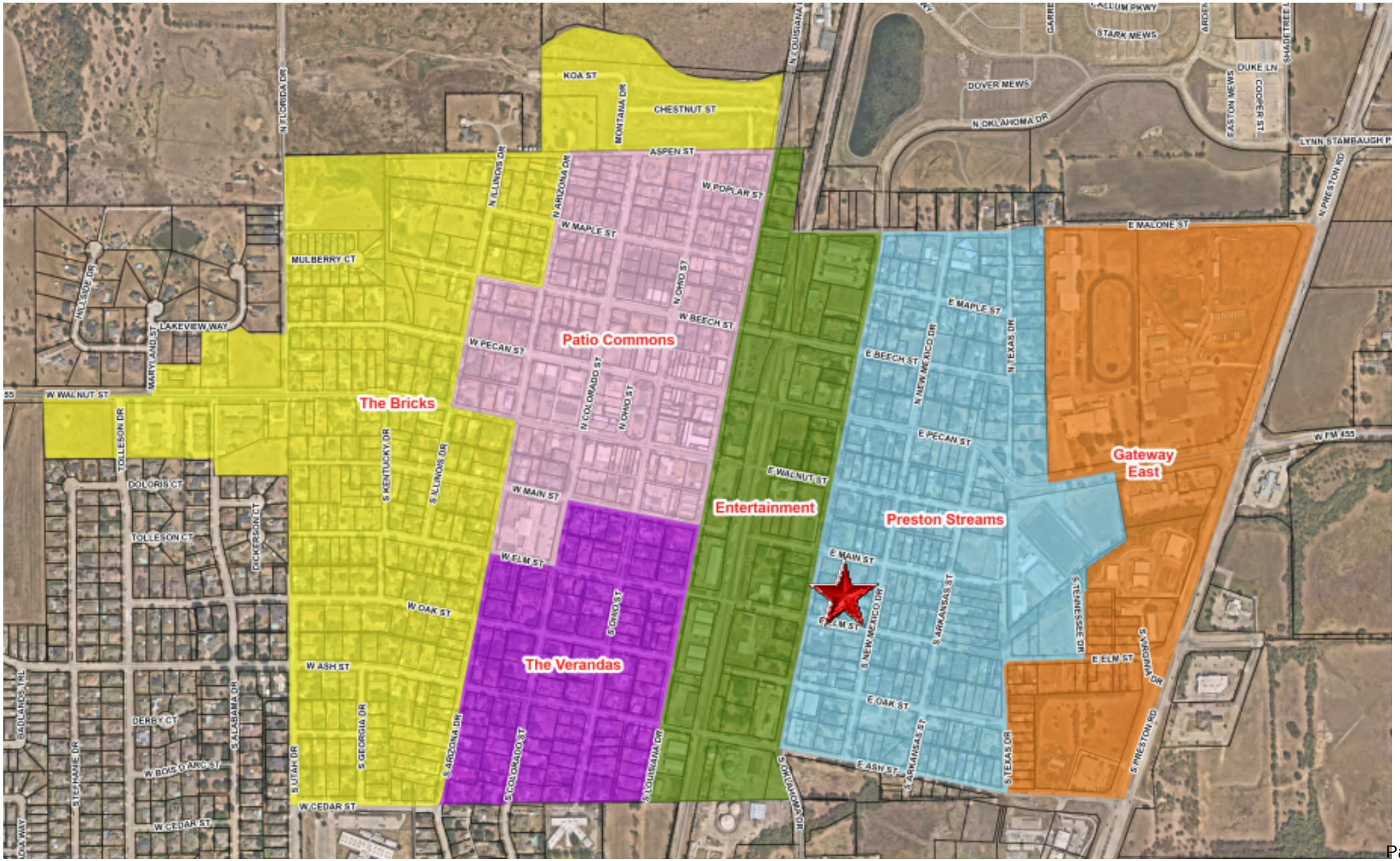



CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southeast corner of Main Street and Oklahoma Drive


Patio Commons
The Bricks
Entertainment
Preston Streams
Gateway East
The Verandas
KOA ST
CHESTNUT ST
ASPEN ST
W POPLAR ST
W MAPLE ST
MULBERRY CT
W BEECH ST
W PECAN ST
W WALNUT ST
W MAIN ST
W ELM ST
W OAK ST
W ASH ST
W CEDAR ST
E MALONE ST
E MAPLE ST
E BEECH ST
E PECAN ST
E WALNUT ST
E MAIN ST
E ELM ST
E OAK ST
E ASH ST
DOVER MEWS
STARK MEWS
N OKLAHOMA DR
DUKE LN
LYNN STAMBAUGH P
N PRESTON RD
W FM 455
S PRESTON RD
LAKEVIEW WAY
TOLLESON CT
DERBY CT
DOLORIS CT
N FLORIDA DR
N ILLINOIS DR
N ARIZONA DR
N OHIO ST
N COLORADO ST
N NEW MEXICO DR
N TEXAS DR
S KENTUCKY DR
S ILLINOIS DR
S OHIO ST
S ARIZONA DR
S COLORADO ST
S LOUISIANA DR
S NEW MEXICO DR
S ARKANSAS ST
S TENNESSEE DR
S VIRGINIA DR
S TEXAS DR
S UTAH DR
S GEORGIA DR
S ALABAMA DR
STEPHANIE DR
BADLANDS HL

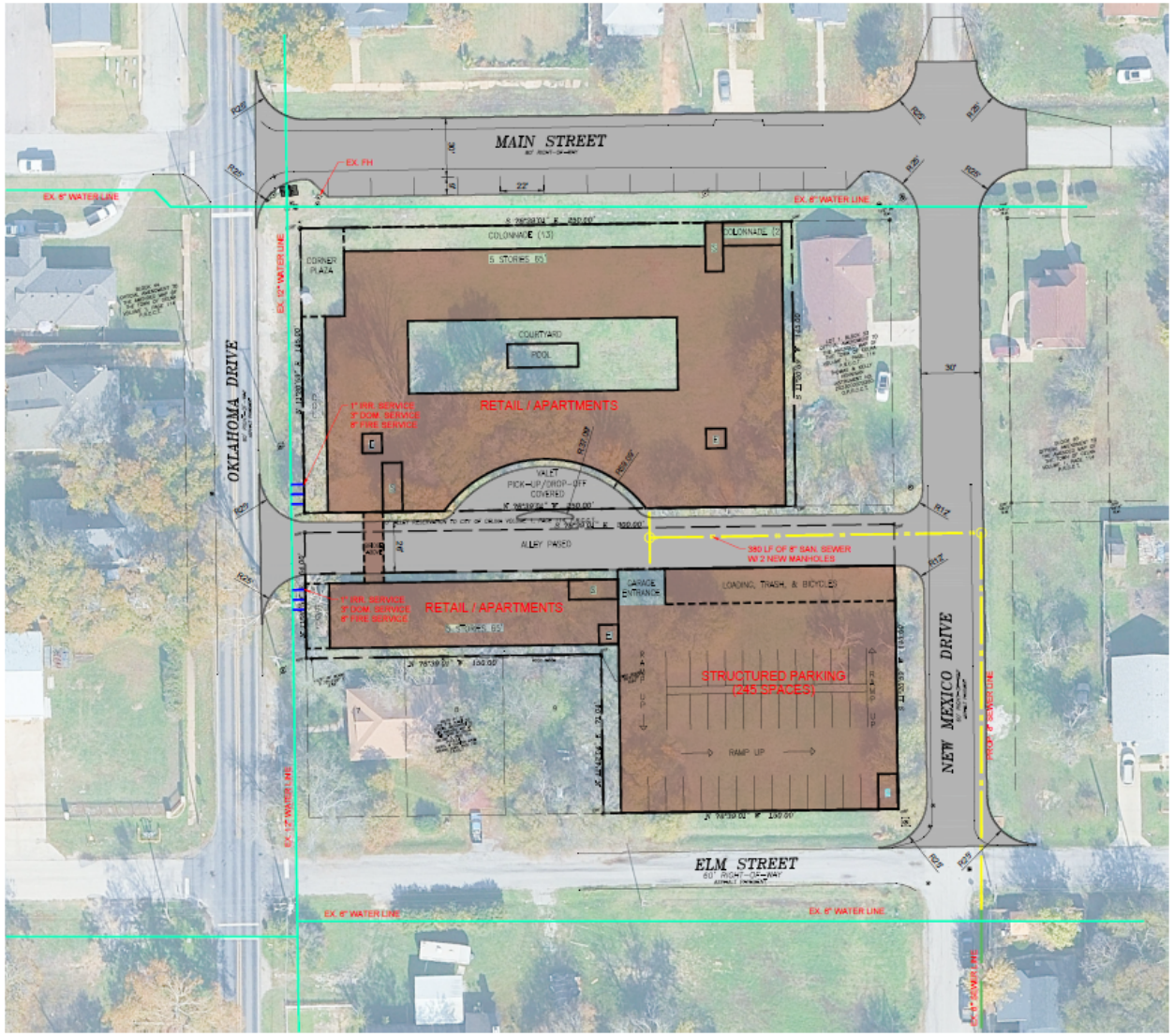
BACKGROUND

- The subject property is approximately 2 acres
- The property is currently zoned in the Preston Streams district of the Downtown Code
- The applicant's request is to build a 5-story independent living facility that includes commercial components and a parking garage
- The applicant is seeking a Major Modification from the Downtown Code design regulations in order to construct the building as proposed
- The proposed land use is allowed by the Downtown Code

MAJOR MODIFICATION OVERVIEW

- Significant deviations from the base Downtown Code that do not qualify as Minor Modifications
- Can be either design related or land use in nature
  - ➢ This major modification is design related
- Reviewed by P&Z with final approval authority by the City Council
- Require the same public hearing notifications and processes as zoning changes
- The purpose is to determine the appropriateness of a proposal with the City having broad discretionary approval in conformance with the vision outlined in the Downtown Master Plan and the design principles of the Downtown Code

CONCEPT PLAN



PROPOSED ELEVATIONS

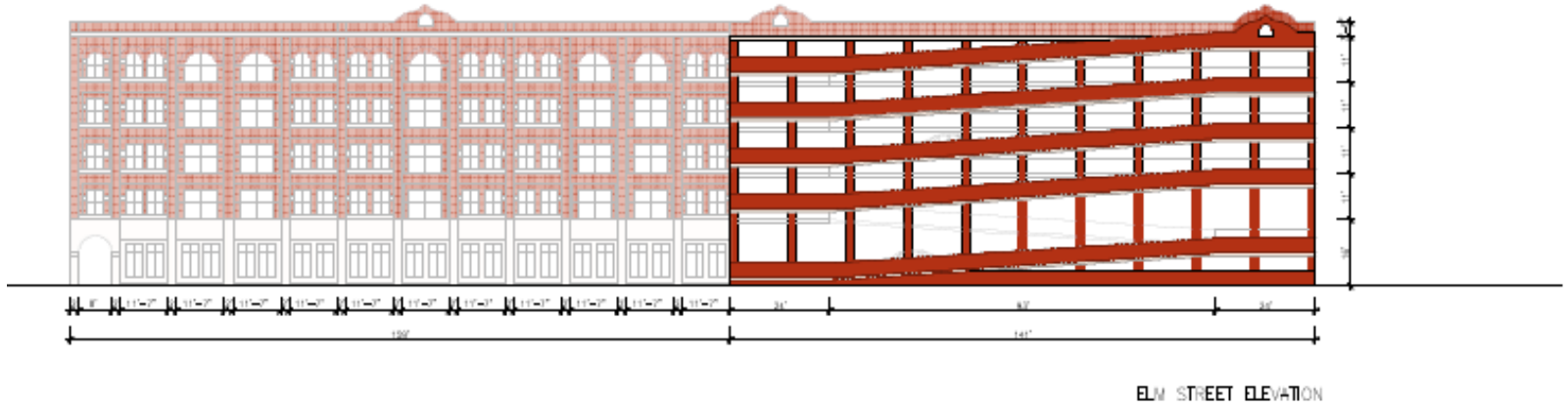


MAIN STREET ELEVATION



OKLAHOMA DRIVE ELEVATION

PROPOSED ELEVATIONS



ELM STREET ELEVATION



NEW MEXICO DRIVE ELEVATION

PROPOSED RENDERINGS – ALLEY





PROPOSED RENDERINGS – ELM



PROPOSED RENDERINGS – MAIN



PROPOSED RENDERINGS – NEW MEXICO



PROPOSED RENDERINGS – OKLAHOMA



PROPOSED RENDERINGS – MAIN & OKLAHOMA







PROJECT OVERVIEW

- Membership-based age-restricted multi-family
- A primary building containing approximately 160 independent living (age 55+) residential units, ground floor amenities with 9,000 square feet of commercial space
- A secondary building containing approximately 20 independent living (age 55+) residential units and a 4,500 square foot ground floor fitness/health/wellness center
- A structured parking garage for approximately 257 vehicles
- Twelve (12) parallel surface parking spaces along side streets

MAJOR MODIFICATIONS

Code Section / Topic	Code Requirement / Standard	Proposed / Relief Requested	Staff Analysis / Comment
Building Height	3 stories by right	5-story mixed-use building and 5-story parking garage (up to 65’)	The Entertainment District, across the street, allows up to 5 stories (6 stories with a parking garage).
Building Type	Building type (Block Building) not permitted in Preston Streams District	Allowance for Block Building type	The Downtown Master Plan envisioned projects such as the applicant proposes, even if not technically allowed in Preston Streams.
Setbacks / Setback Averaging	Setback averaging required where adjacent structures exist	Project abiding by a 0' build-to-zone	The setback for a Block Building along a Type B street is 0-10' (build-to-zone). Setback averaging only applies when a project is located on an established block of houses.

MAJOR MODIFICATIONS CONT.

Code Section / Topic	Code Requirement / Standard	Proposed / Relief Requested	Staff Analysis / Comment
Transition Area – Height	Residential Transition within 35 feet; max 2 stories	No stepback; full building height maintained	Staff acknowledges the discrepancy. One home is a rental and the other is a homestead. Both had discussions with the applicant.
Parking	315 spaces required	269 spaces, including on-street parking	Age restricted communities have lower parking needs than the City's base requirement of 1.5 spaces per unit.
Signage	Rooftop signage not permitted; max 20-ft width	Illuminated 'Preston Club' rooftop signage; 22-ft width	Rooftop signs are allowed on Type B streets in Patio Commons and the Entertainment District.

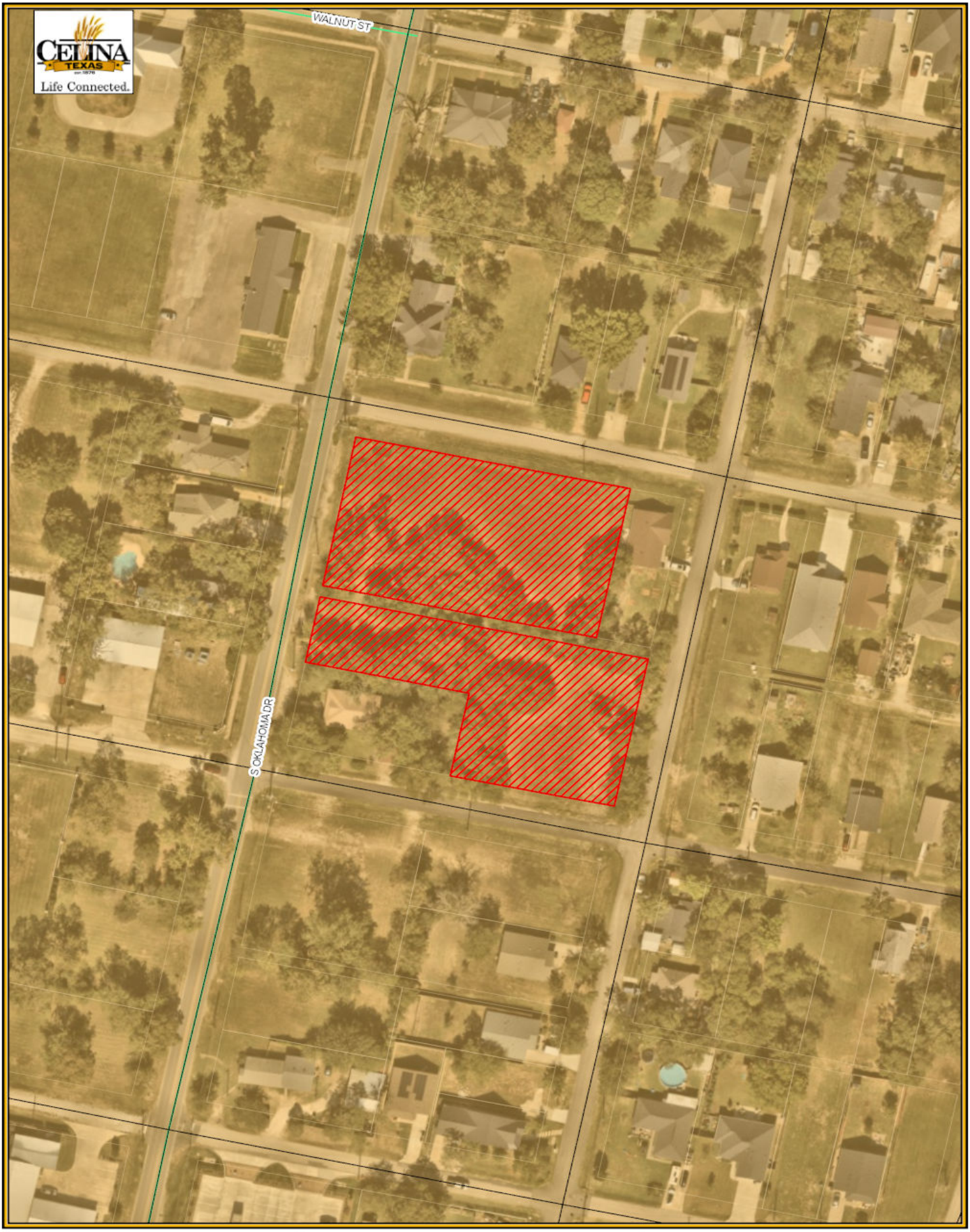
The Major Modification includes the ability to acquire the 2 additional lots on the block without the need for additional authorization from P&Z and Council.

POLICY CONSIDERATIONS

- The development of the Preston Club site visually improves a block along a significant downtown corridor
- The proposed renderings adhere to Celina's Historic Texas Architectural Style characteristics (including the parking garage)
- The proposed development adds significant ad-valorem value
- The proposed project meets the vision of the Downtown Master Plan, even if deviating from specific design standards of the Downtown Code
- The two out parcels include one rental house and a homestead

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-MM-02 Preston Club
Celina
Location Map

12/29/2025

N
W E
S

0 88 175
Feet

Preston Club Major Modifications

Code Section / Topic	Code Requirement / Standard	Proposed / Relief Requested	Staff Analysis / Comment
Building Height	3 stories by right	5-story mixed-use building and 5-story parking garage (up to 65')	The Entertainment District, across the street, allows up to 5 stories (6 stories with a parking garage).
Building Type	Building type (Block Building) not permitted in Preston Streams District	Allowance for Block Building type	The Downtown Master Plan envisioned projects such as the applicant proposes, even if not technically allowed in Preston Streams.
Setbacks / Setback Averaging	Setback averaging required where adjacent structures exist	Project abiding by a 0' build-to-zone	The setback for a Block Building along a Type B street is 0-10' (build-to-zone). Setback averaging only applies when a project is located on an established block of houses.
Transition Area – Height	Residential Transition within 35 feet; max 2 stories	No stepback; full building height maintained	Staff acknowledges the discrepancy. One home is a rental and the other is a homestead. Both had discussions with the applicant.
Parking	315 spaces required	269 spaces, including on-street parking	Age restricted communities have lower parking needs than the City's base requirement of 1.5 spaces per unit.
Signage	Rooftop signage not permitted; max 20-ft width	Illuminated 'Preston Club' rooftop signage; 22-ft width	Rooftop signs are allowed on Type B streets in Patio Commons and the Entertainment District.

The Major Modification includes the ability to acquire the 2 additional lots on the block without the need for additional authorization from P&Z and Council.

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: Robert Ranc, City Manager
Date: February 10, 2026

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 14.03: Use Regulations, Part One: Schedule of Uses, and related sections of the Zoning Ordinance. (Kleineck)

Background Information:
Senate Bill (SB) 840, effective September 1, 2025, requires cities to allow mixed-use and multifamily uses by right in a zoning district where office, commercial, retail, warehouse, or mixed-use uses or development are permitted, unless the zoning district allows for heavy industrial uses. The bill is currently bracketed to cities with a population of 150,000 or greater. It is feasible that the 2027 legislative session will make further amendments, including decreasing the minimum population.

City responses to SB 840 have varied, with Frisco using the Heavy Industrial (HI) exception by amending the Use Chart to allow HI in all non-residential zoning districts with a Specific Use Permit (SUP). The Texas Municipal League (TML) and other legal counsel agree that Frisco's response seems feasible.

The proposed revisions to the use chart will require City Council approval for any heavy industrial entitlement through an SUP. This revision implements an exception that precludes the new state law from applying.

The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January. There was no public feedback at the public hearing.

Legal Review:
The City Attorney has reviewed this item.

Supporting Documents:

1. Staff Presentation
2. Draft Regulations - Redline
3. Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

SB 840
ORDINANCE UPDATE

City Council
February 10, 2026



BACKGROUND

- Senate Bill (SB) 840, effective September 1, 2025, requires cities to allow mixed-use and multifamily uses by right in a zoning district where office, commercial, retail, warehouse, or mixed-use uses or development are allowed (except zoning districts that allow for heavy industrial uses). Bracketed at 150,000 in population.

PROPOSED RESPONSE

- Frisco used the Heavy Industrial (HI) exception by changing the Use Chart to allow HI in all non-residential zoning districts with an SUP
- TML and other legal counsel agree that this response seems feasible

PROPOSED REVISIONS

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG Agricultural	MF Multi-Family All Types	CF Community Facilities	C Commercial, Office, & Retail	MU Mixed Use	PRO/CCO Preston Road/Collin County Outer Loop Overlay Districts		I Industrial
Manufacturing or Industrial Uses, Heavy	S			S	S	S	S	S
Manufacturing or Industrial Uses, High Risk	S			S	S	S		S
Manufacturing or Industrial Uses, Light				S	S	S	P	P

POLICY CONSIDERATIONS

- At 150,000 in population, per current state law, Celina must allow multifamily in non-residential zoning districts
- The proposed use chart revision implements an exception that precludes the new state law from applying
- It is feasible that the 2027 legislative session makes further amendments
- The proposed revisions to the use chart will require City Council approval for any heavy industrial entitlement through an SUP

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January
- There was no public feedback at the public hearing
- Staff recommends approval, as presented

ARTICLE III – USE REGULATIONS

PART ONE, SCHEDULE OF USES

Section 14.03.102 …… Non-Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C= conditions required prior to issuance of a Building Permit; Blank=not permitted.

Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG Agricultural	MF Multi-Family All Types	CF Community Facilities	C Commercial, Office, & Retail	MU Mixed Use	PRO/CCO Preston Road/Collin County Outer Loop Overlay Districts		I Industrial
Manufacturing or Industrial Uses, Heavy	S			S	S	S	S	S
Manufacturing or Industrial Uses, High Risk	S			S	S	S		S

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 14.03, USE REGULATIONS, PART ONE, SCHEDULE OF USES; 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 January 15, 2026, after which it recommended that this ordinance be approved by the City Council; and

WHEREAS, the City Council conducted a hearing on February 10, 2026, 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 14.03 Use Regulations, Part One Schedule of Uses, is hereby amended, in part, 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.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of February 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Section 14.03.102 …… Non-Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C=conditions required prior to issuance of a Building Permit; Blank=not permitted.

Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG Agricultural	MF Multi-Family All Types	CF Community Facilities	C Commercial, Office, & Retail	MU Mixed Use	PRO/CCO Preston Road/Collin County Outer Loop Overlay Districts	I Industrial
Manufacturing or Industrial Uses, Heavy	**S**			**S**	**S**	**S**	**S**
Manufacturing or Industrial Uses, High Risk	**S**			**S**	**S**	**S**	**S**

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: February 10, 2026

Agenda Item:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #3 and Phase #4 of the Cross Creek Meadows Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #2 Assessment Roll – Phase #3 and a proposed Improvement Area #2 Assessment Roll – Phase #4; directing the filing of the proposed Assessment Rolls with the City Secretary; and providing for noticing and calling Public Hearings on March 10, 2026, to consider Ordinances levying assessments on property located within Phase #3 and Phase #4 of the Cross Creek Meadows Public Improvement District. (Bromiley)

Background Information:
The Cross Creek Meadows PID was created by the City Council pursuant to the PID Act and a resolution on April 11, 2023. The PID is located within the corporate limits of the City, near the intersection of County Road 90 and County Road 92 and includes an estimated 245.21 acres. The PID is projected to consist of 796 single-family residential units and 266 build-to-rent units. The PID is comprised of Improvement Area #1, which includes Phase #1 and Phase #2, Improvement Area #2, which includes Phase #3 and Phase #4, and the build-to-rent property.

Improvement Area #1 includes 550 lots. Construction of the infrastructure for Improvement Area #1 is complete and, as of September 30, 2025, Improvement Area #1 consists of approximately 92 homes under construction and approximately 339 homes owned by homeowners.

Improvement Area #2 - Phase #3 is expected to include 93 60’ lots and Phase #4 is expected to include 130 55’ lots and 23 60’ lots. The Developer constructed Phase #4 prior to Phase #3. Development of the lots in Phase #4 began in May 2024 and was completed in November 2025. Development of the lots in Phase #3 began in July 2025 and is expected to be complete in November 2026. The grading in Phase #3 has been completed. The Developer began home construction in Phase #4 in December 2025.

The Developer is now requesting that the City levy assessments within Phase #3 and Phase #4 of Improvement Area #2 to finance the costs of certain roadway, water, sanitary sewer and drainage improvements necessary to serve Phase #3 and Phase #4 and issue a single series of Bonds to be secured by Assessments from the Improvement Area #2 Bonds. The estimated costs for the Phase #3 Improvements and the Phase #4 Improvements, including administrative expenses and costs of issuance of the Improvement Area #2 Bonds, are $4,734,528 and $5,236,376, respectively. The estimated Phase #3 Assessments and Phase #4 Assessments are $2,229,000 and $3,219,000, respectively.

During the February City Council meeting, this agenda item provides for a Resolution that identifies the financed costs of Improvement Area #2, and it also approves a preliminary service and assessment plan. In compliance with State law, this Resolution directs the filing of the proposed Improvement Area #2 Assessment Roll with the City Secretary and calls two Public Hearings on March 10, 2026 for levying properties located within Phase #3 and Phase #4. This Resolution also directs the publication and mailing of notice of the Public Hearings. Staff also anticipates including a bond Ordinance to issue the Improvement Area #2 Bonds on the March 10, 2026, agenda.

Legal Review:
Legal review has been completed.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
This agenda item does not affect City Operating funds. It provides the proposed service and assessment plan and calls public hearings for the City to levy assessments to the Cross Creek Meadows subdivision within Phase #3 and Phase #4 of Improvement Area #2.

Staff Recommendation:
Staff recommends approval.

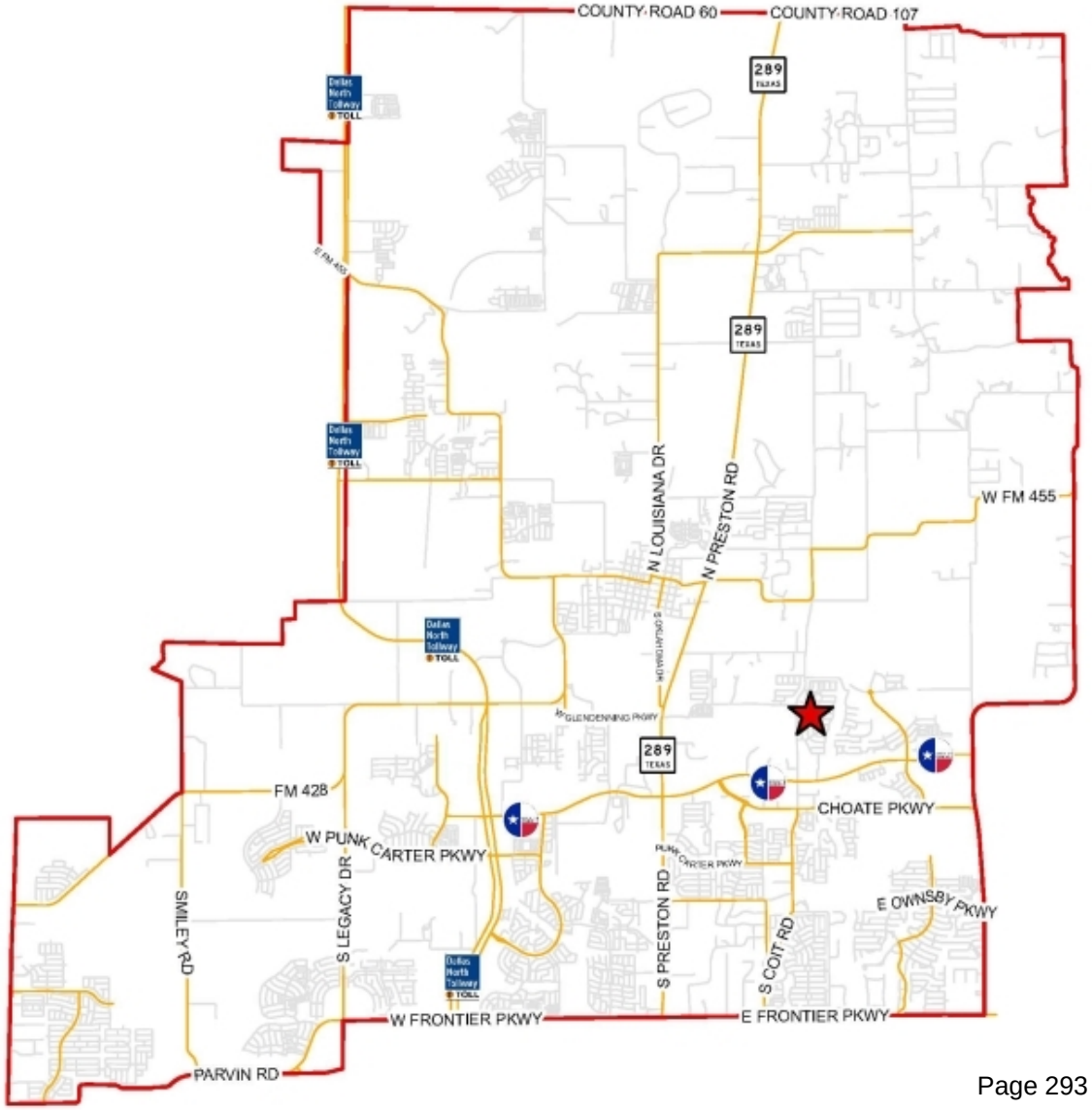
CROSS CREEK MEADOWS
PRELIMINARY SAP

City Council Meeting
February 10, 2026



CROSS CREEK MEADOWS PID

- Established April 11, 2023
- Approximately 245 acres
- Total development:
  - 796 Single Family units and 266 Build to Rent units
    - To date City Council has approved IA #1 with 550 SF and the 266 BTR in Major Improvement Area
  - Agenda item tonight is for
    - Improvement Area #2
      - Phase #3 – 93 SF units
      - Phase #4 – 153 SF units



CROSS CREEK MEADOWS PID ASSESSMENT

Description	Units	Allocable MIA Assessment	IA #2 Assessment	Total Assessment per Unit	Annual Assessment per Unit
Phase #3					
Lot Type 1 (60 Ft Lot)	93	$14,966	$23,968	$38,933	$3,571
Phase #4					
Lot Type 1 (60 Ft Lot)	23	$14,966	$23,880	$38,845	$3,601
Lot Type 2 (55 Ft Lot)	130	$12,870	$20,537	$33,407	$3,097
Total	**246**				

*Estimated and subject to change as actual bond costs are determined

TAX RATE ANALYSIS

Description	Units	Net PID Assessment Tax Rate	Overlapping Tax Rates	Estimated Total Tax Rate
Phase #3				
Lot Type 1 (60 Ft Lot)	93	$0.51	$2.02	$2.53
Phase #4				
Lot Type 1 (60 Ft Lot)	23	$0.52	$2.02	$2.54
Lot Type 2 (55 Ft Lot)	130	$0.52	$2.02	$2.54

*Estimated and subject to change as actual bond costs are determined.

TIMELINE

- February 10, 2026
  - PSAP for Cross Creek Meadows Improvement Area # 2 Phase 3 and Phase 4 and call for public hearings on Levying Assessments
- March 10, 2026
  - Public Hearing and Levy Assessments for Improvement Area #2 – Phase #3
  - Public Hearing and Levy Assessments for Improvement Area #2 – Phase #4
  - Bond Issuance for Improvement Area #2 Phase 3 and Phase 4

RECOMMENDATION

- Staff recommends approval.

QUESTIONS

CITY OF CELINA, TEXAS

RESOLUTION NO. 2026-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL - PHASE #3 AND PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL - PHASE #4; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING PUBLIC HEARINGS FOR MARCH 10, 2026 TO CONSIDER ORDINANCES LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SUCH PUBLIC HEARINGS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, on April 11, 2023, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the corporate boundaries of the City; and

WHEREAS, on April 11, 2023, the City Council adopted a resolution (the "Authorization Resolution"), authorizing, establishing, and creating the Cross Creek Meadows Public Improvement District (the “District”); and

WHEREAS, the City authorized the creation of the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a “Cross Creek Meadows Public Improvement District Preliminary Service and Assessment Plan”, including a Proposed Improvement Area #2 Assessment Roll - Phase #3 and a Proposed Improvement Area #2 Assessment Roll - Phase #4 (each as defined herein) attached thereto (the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within Phase #3 and Phase #4 of the District that benefit from the Authorized Improvements; and

WHEREAS, a copy of the Preliminary SAP (i) is attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the areas constituting "Phase #3" and "Phase #4" of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of each of Phase #3 (the "Phase #3 Improvements") and Phase #4 (the "Phase #4 Improvements"), (vi) sets forth the proposed assessment roll for Phase #3 related to the Phase #3 Improvements (the "Proposed Improvement Area #2 Assessment Roll - Phase #3") and (vii) sets forth the proposed assessment roll for Phase #4 related to the Phase #4 Improvements (the "Proposed Improvement Area #2 Assessment Roll - Phase #4", and together with the Proposed Improvement Area #2 Assessment Roll - Phase #3, the "Proposed Assessment Rolls"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Phase #3 Improvements and certain Phase #4 Improvements to be financed by the District at this time and the Proposed Assessment Rolls state the assessments proposed to be levied against each benefitted parcel of land in Phase #3 and Phase #4 of the District, respectively, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the municipal secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Phase #3 Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phase #3 and related to the Phase #3 Improvements and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Phase #3 Assessment Hearing; and

WHEREAS, the Act requires that a public hearing (the "Phase #4 Assessment Hearing", and together with the Phase #3 Assessment Hearing, the "Assessment Hearings") be called to consider proposed assessments against the benefitted property within Phase #4 and related to the Phase #4 Improvements and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Phase #4 Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearings be mailed to the respective property owners liable for the applicable assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearings.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the estimated total costs of the Phase #3 Improvements and the Phase #4 Improvements to be financed by the District are as set forth in the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #3 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final Service and Assessment Plan, which will include a final Improvement Area #2 Assessment Roll - Phase #3, after the properly noticed and held Phase #3 Assessment Hearing.

SECTION 5. The City Council's final determination and approval of the costs of the Phase #4 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final Service and Assessment Plan, which will include a final Improvement Area #2 Assessment Roll - Phase #4, after the properly noticed and held Phase #4 Assessment Hearing.

SECTION 6. The Proposed Improvement Area #2 Assessment Roll - Phase #3 states the assessments and the projected annual installments thereof proposed to be levied against each respective assessable parcel of land in Phase #3 of the District that benefits from Phase #3 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 7. The Proposed Improvement Area #2 Assessment Roll - Phase #4 states the assessments and the projected annual installments thereof proposed to be levied against each respective assessable parcel of land in Phase #4 of the District that benefits from Phase #4 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 8. The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 9. The City Council hereby authorizes and calls two public hearings (collectively, the Assessment Hearings, as defined above) to be held on **March 10, 2026, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearings, the City Council will consider ordinances levying the assessments as special assessments on property located within Phase #3 of the District that benefits from the Phase #3 Improvements and located within Phase #4 of the District that benefits from the Phase #4 Improvements and which ordinances shall specify the method of payment of the assessments.

SECTION 10. The City Council hereby authorizes and directs City staff to publish notice of the Assessment Hearings in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **February 27, 2026**, as required by Section 372.016(b) of the Act.

SECTION 11. When the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs City staff, on or before **February 27, 2026**, to mail to owners of property liable for the proposed assessments notice of the respective Assessment Hearing, as required by Section 372.016(c) of the Act.

SECTION 12. City staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notices of the Assessment Hearings as required by the Texas Open Meetings Act) to place each Assessment Hearing on the agenda for the **March 10, 2026** meeting of the City Council.

SECTION 13. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

June 13, 2023, as updated for Improvement Area #1 Additional Bonds and Improvement Area #2 on February 10, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

CROSS CREEK MEADOWS
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On April 11, 2023, the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2023-31R approving and authorizing the creation of the Cross Creek Meadows Public Improvement District (the "PID") within the corporate limits of the City to finance the costs of certain public improvements for the benefit of property in such public improvement district.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Cross Creek Meadows Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are currently included as Appendix G, Appendix H, Appendix I-1, Appendix I-2, and Appendix I-3 of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, 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, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G Appendix H, Appendix I-1, Appendix I-2, and Appendix I-3, 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 Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in Section IV.A of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means, as applicable, the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, Improvement Area #2 Assessment Roll – Phase #4, the Major Improvement Area Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan

or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Taylor Morrison of Texas, Inc., and any of its successors or assigns developing lands within the PID.

"Development Agreement" means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City CCD – Coit Land, LLC, effective August 17, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Homeowners' Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowners' Association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Improvement Area for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" means the initial Improvement Area developed and generally shown in Appendix A as Phase #1 and Phase #2, as specifically depicted and described as the sum of all Parcels shown in Appendix H and further described in Appendix C-3.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll against which the Improvement Area #1 Assessments relating to the Improvement Area #1 Projects are levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Improvement Area #1 Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

"Improvement Area #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #1 Assessments" mean the Assessments levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll.

"Improvement Area #1 Bonds" means, collectively, the Improvement Area #1 Initial Bonds and the Improvement Area #1 Additional Bonds.

"Improvement Area #1 Initial Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues.

"Improvement Area #1 Additional Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues. The Improvement Area #1 Additional Bonds are being used to refinance the obligation created under the Improvement Area #1 Reimbursement Agreement.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1, which are described in Section III.C.

"Improvement Area #1 Maximum Assessment Per Equivalent Unit" means for Improvement Area #1, an Assessment per unit related to the Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot) - $46,068.52
Lot Type 2 (55 Ft Lot) - $41,922.36
Lot Type 3 (40 Ft Lot) - $27,641.11

"Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

"Improvement Area #1 Reimbursement Agreement" means that certain Cross Creek Meadows Public Improvement District Improvement Area #1 Reimbursement Agreement dated May 9, 2023 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Improvement Area #2" means the second Improvement Area to be developed and generally shown in Appendix A as Phase #3 and Phase #4, as specifically depicted and described as the sum of all Parcels shown in Appendix I-1 and further described in Appendix C-4.

"Improvement Area #2 Assessed Property" means all Parcels within Improvement Area #2 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll against which the Improvement Area #2 Assessments relating to the Improvement Area #2 Improvements are levied.

"Improvement Area #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Improvement Area #2 Assessments, including both Phase #3 Assessment Revenues and Phase #4 Assessment Revenues, levied against Improvement Area #2 Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Improvements.

"Improvement Area #2 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix I-1, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #2 Assessment Roll – Phase #3" means the document included in this Service and Assessment Plan as Appendix I-2, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #2 Assessment Roll – Phase #4" means the document included in this Service and Assessment Plan as Appendix I-3, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #2 Assessments" mean, collectively, the Phase #3 Assessments and the Phase #4 Assessments levied on the Assessed Property related to Phase #3 and Phase #4 within Improvement Area #2 as shown on the Improvement Area #2 Assessment Roll.

"Improvement Area #2 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) that are secured primarily by Improvement Area #2 Assessment Revenues.

"Improvement Area #2 Equivalent Units" mean, as to any Parcel within Improvement Area #2, the number of dwelling units by Lot Type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Improvement Area #2 Improvements" mean the combined Phase #3 Improvements and Phase #4 Improvements, which are described in Section III.D.

"Improvement Area #2 Maximum Assessment Per Equivalent Unit" means for Improvement Area #2, the combined Improvement Area #2 Assessment and Major Improvement Area Assessment per unit related to the Improvement Area #2 Improvements and Major Improvement Projects, respectively, for each applicable Lot Type as follows:

Phase #3 - Lot Type 1 (60 Ft Lot) - $38,933.27
Phase #4 - Lot Type 1 (60 Ft Lot) - $38,845.35
Phase #4 - Lot Type 2 (55 Ft Lot) - $33,407.00

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Collin County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"**Major Improvement Area**" means the property within the PID, excluding Improvement Area #1, which was developed concurrently with Improvement Area #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (i) Non-Benefited Property, and (ii) Parcels within Improvement Area #1.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Major Improvement Area Assessments levied against the

Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Major Improvement Area Projects.

"Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Assessments" mean the Assessments levied on the Major Improvement Area as shown on the Major Improvement Area Assessment Roll.

"Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

"Major Improvement Area BTR Property" means the property in the Major Improvement Area to be developed as build to rent (BTR) units as generally shown in Appendix A as Build to Rent and further described as a 24.976 acre tract in Appendix C-2. The Major Improvement Area BTR Property will be assessed exclusively for its proportional share of the Major Improvements, as described in Section V.C. The Budgeted Costs of any direct Authorized Improvement which ***only*** benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

"Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit" means for the Major Improvement Area BTR Property, an Assessment per unit related to the Major Improvement Area BTR Property's share of the Major Improvement Area Projects for each applicable Lot Type as follows:

Lot Type 4 (BTR Lot) - $7,801.61

"Major Improvement Area Projects" mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B.

"Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Maximum Assessment Per Equivalent Unit" means, as applicable, the Improvement Area #1 Maximum Assessment Per Equivalent Unit, the Improvement Area #2 Maximum Assessment Per Equivalent Unit, the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, or any other Maximum Assessment Per Equivalent Unit 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.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, which may include Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. 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.F.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"Phase #3" means the third phase of development, wholly within Improvement Area #2 generally shown in Appendix A as Phase #3, as specifically depicted and described as the sum of all Parcels shown in Appendix I-2 and further described in Appendix C-5.

"Phase #3 Assessed Property" means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll – Phase #3 against which the Phase #3 Assessments relating to the Phase #3 Improvements are levied.

"Phase #3 Assessment Revenues" mean the actual revenues related to Phase #3 received by or on behalf of the City from the collection of Phase #3 Assessments levied against Phase #3 Assessed Property related to Phase #3, or the Annual Installments thereof, for the Phase #3 Improvements.

"Phase #3 Assessments" mean the Assessments levied on the Phase #3 Assessed Property as shown on the Improvement Area #2 Assessment Roll – Phase #3.

"Phase #3 Improvements" mean the Authorized Improvements which only benefit Phase #3, which are described in Section III.D.

"Phase #4" means the fourth phase of development, wholly within Improvement Area #2 generally shown in Appendix A as Phase #4, as specifically depicted and described as the sum of all Parcels shown in Appendix I-3 and further described in Appendix C-6.

"Phase #4 Assessed Property" means all Parcels within Phase #4 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll – Phase #4 against which the Phase #4 Assessments relating to the Phase #4 Improvements are levied.

"Phase #4 Assessment Revenues" mean the actual revenues related to Phase #4 received by or on behalf of the City from the collection of the Phase #4 Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for the Phase #4 Improvements.

"Phase #4 Assessments" mean the Assessments levied on the Phase #4 Assessed Property as shown on the Improvement Area #2 Assessment Roll – Phase #4.

"Phase #4 Improvements" mean the Authorized Improvements which only benefit Phase #4, which are described in Section III.D.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the corporate limits of the City and contains approximately 245.241 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID was originally expected to consist of approximately 823 single family residential units and 266 build to rent (BTR) units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID was originally proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development – PID - Original

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	191	Units
Single-Family - 55 Ft	385	Units
Single-Family - 40 Ft	247	Units
BTR	266	Units
Total	**1,089**	**Units**

At completion, the PID is now expected to consist of approximately 796 single family residential units and 266 build to rent (BTR) units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.1.

Table II-A.1
Proposed Development – PID – Updated 2025

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	254	Units
Single-Family - 55 Ft	359	Units
Single-Family - 40 Ft	183	Units
BTR	266	Units
Total	**1,062**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 153.038 acres and consists of 550 single family residential units, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A and further described in Appendix C-3.

The property within Improvement Area #1 has been developed as shown in Table II-B.

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Single-Family – 60 Ft	138	Units
Single-Family - 55 Ft	229	Units
Single-Family - 40 Ft	183	Units
Total	**550**	**Units**

C. Property Included in the Major Improvement Area (Major Improvement Area BTR Property and Improvement Area #2)

The Major Improvement Area consists of approximately 92.22 acres and was originally projected to consist of approximately 273 single family residential units and 266 build to rent (BTR) units, as further described in Section III. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C-2.

The property within the Major Improvement Area was originally proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development – Major Improvement Area - Original

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	53	Units
Single-Family - 55 Ft	156	Units
Single-Family - 40 Ft	64	Units
BTR	266	Units
Total	**539**	**Units**

The Major Improvement Area is now projected to consist of approximately 246 single family residential units (which consists of the property within Improvement Area #2) and 266 build to rent (BTR) units, as further described in Section III. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C-2.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-C.1.

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Table II-C.1
Proposed Development – Major Improvement Area – Updated 2025

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	116	Units
Single-Family - 55 Ft	130	Units
BTR	266	Units
Total	**512**	**Units**

D. PROPERTY INCLUDED IN IMPROVEMENT AREA #2

Improvement Area #2 consists of Phase #3 and Phase #4, includes approximately 67.245 acres and is projected to consist of 246 single family residential units, as further described in Section III. A map of the property within Improvement Area #2 is shown in Appendix A and further described in Appendix C-4.

The property within Improvement Area #2 is proposed to be developed as shown in Table II-D.

Table II-D
Proposed Development – Improvement Area #2

Proposed Development	Quantity	Measurement
Phase #3		
Single-Family - 60 Ft	93	Units
Phase #4		
Single-Family - 60 Ft	23	Units
Single-Family - 55 Ft	130	Units
Total	**246**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, III.C, and III.D and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A.

The Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and storm water detention facilities which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-A
Budgeted Costs – Major Improvements

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount[1]	Major Improvement Area Allocated Amount[1]
Roadway improvements	$3,174,400	$1,754,862	$1,419,538
Water improvements	$2,000,145	$1,105,714	$894,431
Sanitary sewer improvements	$1,763,987	$975,162	$788,825
Storm drainage improvements	$1,489,957	$823,673	$666,284
Other soft and miscellaneous costs	$1,869,650	$1,033,574	$836,076
Total Authorized Improvements	**$10,298,139**	**$5,692,985**	**$4,605,154**

Note: Costs provided by KFM Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Major Improvements amount does not change.
[1]Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

C. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Improvement Area #1 Projects are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Improvement Area #1 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-B
Budgeted Costs – Improvement Area #1 Projects - Original

Authorized Improvements	Improvement Area #1's Proportional Share of Major Improvements[1]	Improvement Area #1 Improvements	Total Improvement Area #1 Projects[2]
Roadway improvements	$1,754,862	$7,115,252	$8,870,114
Water improvements	$1,105,714	$2,365,216	$3,470,930
Sanitary sewer improvements	$975,162	$1,972,944	$2,948,105
Storm drainage improvements	$823,673	$3,530,159	$4,353,832
Other soft and miscellaneous costs	$1,033,574	$749,179	$1,782,753
Total Authorized Improvements	**$5,692,985**	**$15,732,749**	**$21,425,734**

[1] See Table III-A. Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.
[2] Costs provided by KFM Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Projects amount does not change.

D. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Improvement Area #2 Improvements are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Phase #3 Improvements

Roadway Improvements

The road improvement portion of the Phase #3 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #3 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #3 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #3 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #3 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #3 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #3 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Phase #3 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #3 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Phase #4 Improvements

Roadway Improvements

The road improvement portion of the Phase #4 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #4 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #4 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #4 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #4 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #4 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #4 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Phase #4 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #4 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-C
Budgeted Costs – Improvement Area #2 Improvements

Authorized Improvements	Phase #3 Improvements	Phase #4 Improvements	Total Improvement Area #2 Improvements
Roadway improvements	$1,691,168	$1,685,076	$3,376,244
Water improvements	$541,877	$692,673	$1,234,550
Sanitary sewer improvements:	$535,222	$725,708	$1,260,930
Storm drainage improvements	$565,183	$579,542	$1,144,724
Other soft and miscellaneous costs	$790,421	$878,502	$1,668,923
Total Authorized Improvements	**$4,123,871**	**$4,561,501**	**$8,685,372**

[1]Costs provided by Kimley Horn. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #2 Improvements amount does not change.

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. Construction of the Major Improvement Area Projects was completed in the first quarter of 2024. Construction of the Improvement Area #1 Projects is complete. Construction of the Phase #3 Improvements is anticipated to be completed in the fourth quarter of 2026. Construction of the Phase #4 Improvements was completed in the fourth quarter of 2025.

The Budgeted Costs for Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvement Area were $5,645,000 as shown in Table IV-A. The original Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Initial Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 were $24,419,629 as shown in Table IV-B. The updated Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are at $24,800,279 as shown in Table IV-B.1. The Budgeted Costs for the Improvement Area #2 Improvements plus costs related to the issuance of the Improvement Area #2 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #2 are at $9,970,904 as shown in Table IV-C.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Budgeted Costs of any direct Authorized Improvement which ***only*** benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property.

The Major Improvement Area Bonds shown in Table IV-A were issued in 2023 and were used to finance the Budgeted Costs of the Major Improvement Area Projects. Table IV-A outlines the sources and uses that include original costs.

Table IV-A
Projected Sources and Uses – Major Improvement Area

Sources of Funds	Major Improvement Area Bonds
Par amount	$5,645,000
Total Sources	**$5,645,000**
Uses of Funds	
Major Improvement Area Projects[2]:	
Road Improvements	$1,419,538
Water Improvements	$894,431
Sanitary Sewer Improvements	$788,825
Storm Drainage Improvements	$666,284
Other Soft and Miscellaneous Costs	$836,076
Subtotal	*$4,605,154*
Estimated Bond Issuance Costs:	
Cost of Issuance	$350,132
Capitalized interest	$47,011
Reserve Fund	$419,478
Administrative Expense	$50,000
Underwriters Discount	$169,350
Original issue discount	$3,876
Subtotal	*$1,039,846*
Total Uses	**$5,645,000**

[1]See Table III-A for details.

The Improvement Area #1 Initial Bonds shown in Table IV-B were issued in 2023 and were used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer entered into the Improvement Area #1 Reimbursement Agreement in 2023 to finance a portion of the Budgeted Costs of the Improvement Area #1 Projects, as shown in Table IV-B.

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Table IV-B
Projected Sources and Uses – Improvement Area #1 - Original

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Par amount (IA #1 Initial Bonds)	$17,966,000	$0	$17,966,000
Assessment amount (IA #1 Reimbursement Agreement)	$0	$3,050,000	$3,050,000
Other funding sources[1]	$0	$3,403,629	$3,403,629
Total Sources	**$17,966,000**	**$6,453,629**	**$24,419,629**
Uses of Funds			
Major Improvements[2]:			
Road Improvements	$1,226,281	$528,581	$1,754,862
Water Improvements	$772,663	$333,051	$1,105,714
Sanitary Sewer Improvements	$681,434	$293,728	$975,162
Storm Drainage Improvements	$575,575	$248,098	$823,673
Other Soft and Miscellaneous Costs	$722,252	$311,322	$1,033,574
Subtotal	*$3,978,206*	*$1,714,780*	*$5,692,985*
Improvement Area #1 Improvements[3]:			
Road Improvements	$4,972,072	$2,143,179	$7,115,252
Water Improvements	$1,652,791	$712,425	$2,365,216
Sanitary Sewer Improvements	$1,378,675	$594,269	$1,972,944
Storm Drainage Improvements	$2,466,843	$1,063,316	$3,530,159
Other Soft and Miscellaneous Costs	$523,519	$225,659	$749,179
Subtotal	*$10,993,900*	*$4,738,849*	*$15,732,749*
Estimated Bond Issuance Costs:			
Cost of issuance	$865,000	$0	$865,000
Capitalized interest	$133,256	$0	$133,256
Reserve fund	$1,267,055	$0	$1,267,055
Administrative Expense	$40,000	$0	$40,000
Underwriter's discount	$538,980	$0	$538,980
Original issue discount	$149,604	$0	$149,604
Subtotal	*$2,993,895*	*$0*	*$2,993,895*
Total Uses	**$17,966,000**	**$6,453,629**	**$24,419,629**

[1]The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City. Any Actual Costs of Authorized Improvements incurred prior to Bond closing are not required to be deposited and are therefore deducted from any Developer deposit requirement. This deducted amount shall be submitted to the City for full review and approval by the City prior to submitting the first Certification for Payment payable from the project fund.
[2]See Table III-A for details.
[3]See Table III-B for details.

The Improvement Area #1 Additional Bonds shown in Table IV-B.1 are being issued in 2026 and will be used to refinance the obligation created under the Improvement Area #1 Reimbursement Agreement.

Table IV-B.1
Projected Sources and Uses – Improvement Area #1 – Updated 2025

Sources of Funds	Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	Total
Par amount (IA #1 Initial Bonds)	$17,966,000	$0	$17,966,000
Par Amount (IA #1 Additional Bonds)	$0	$2,553,000	$2,553,000
Other funding sources[1]	$0	$4,281,279	$4,281,279
Total Sources	**$17,966,000**	**$6,834,279**	**$24,800,279**
Uses of Funds			
Major Improvements[2]:			
Road Improvements	$1,226,281	$528,581	$1,754,862
Water Improvements	$772,663	$333,051	$1,105,714
Sanitary Sewer Improvements	$681,434	$293,728	$975,162
Storm Drainage Improvements	$575,575	$248,098	$823,673
Other Soft and Miscellaneous Costs	$722,252	$311,322	$1,033,574
Subtotal	*$3,978,206*	*$1,714,780*	*$5,692,985*
Improvement Area #1 Improvements[3]:			
Road Improvements	$4,972,072	$2,143,179	$7,115,252
Water Improvements	$1,652,791	$712,425	$2,365,216
Sanitary Sewer Improvements	$1,378,675	$594,269	$1,972,944
Storm Drainage Improvements	$2,466,843	$1,063,316	$3,530,159
Other Soft and Miscellaneous Costs	$523,519	$225,659	$749,179
Subtotal	*$10,993,900*	*$4,738,849*	*$15,732,749*
Estimated Bond Issuance Costs:			
Cost of issuance	$865,000	$153,180	$1,018,180
Capitalized interest	$133,256	$0	$133,256
Reserve fund	$1,267,055	$110,880	$1,377,935
Administrative Expense	$40,000	$40,000	$80,000
Underwriter's discount	$538,980	$76,590	$615,570
Original issue discount	$149,604	$0	$149,604
Subtotal	*$2,993,895*	*$380,650*	*$3,374,545*
Total Uses	**$17,966,000**	**$6,834,279**	**$24,800,279**

[1]The other funding sources represent Budgeted Costs paid or to be paid by the Developer. A portion of such costs, in the amount of $79,000, will be or were reimbursed to the Developer with Improvement Area #1 Assessment Revenues, pursuant to the Improvement Area #1 Reimbursement Agreement. Any Actual Costs of Authorized Improvements incurred prior to Bond closing are not required to be deposited and are therefore deducted from any Developer deposit requirement. This deducted amount shall be submitted to the City for full review and approval by the City prior to submitting the first Certification for Payment payable from the project fund.
[2]See Table III-A for details.
[3]See Table III-B for details.

The Improvement Area #2 Bonds shown in Table IV-C are being issued in 2026 and will be used to finance a portion of the costs of the Improvement Area #2 Improvements.

Table IV-C
Projected Sources and Uses – Improvement Area #2

Sources of Funds	Phase #3	Phase #4	Total Improvement Area #2 Bonds
Par amount	$2,229,000	$3,219,000	$5,448,000
Other funding sources[1]	$2,505,528	$2,017,376	$4,522,904
Total Sources	**$4,734,528**	**$5,236,376**	**$9,970,904**
Uses of Funds			
Phase #3 Direct Improvements[2]			
Roadway improvements	$1,691,168	$0	$1,691,168
Water improvements	$541,877	$0	$541,877
Sanitary sewer improvements:	$535,222	$0	$535,222
Storm drainage improvements	$565,183	$0	$565,183
Other soft and miscellaneous costs	$790,421	$0	$790,421
Subtotal	*$4,123,871*	*$0*	*$4,123,871*
Phase #4 Direct Improvements[2]			
Roadway improvements	$0	$1,685,076	$1,685,076
Water improvements	$0	$692,673	$692,673
Sanitary sewer improvements:	$0	$725,708	$725,708
Storm drainage improvements	$0	$579,542	$579,542
Other soft and miscellaneous costs	$0	$878,502	$878,502
Subtotal	*$0*	*$4,561,501*	*$4,561,501*
Estimated Bond Issuance Costs:			
Cost of issuance	$133,740	$193,140	$326,880
Capitalized interest	$213,705	$99,387	$313,092
Reserve fund	$175,885	$256,235	$432,120
Administrative Expense	$20,457	$29,543	$50,000
Underwriter's discount	$66,870	$96,570	$163,440
Subtotal	*$610,657*	*$674,875*	*$1,285,532*
Total Uses	**$4,734,528**	**$5,236,376**	**$9,970,904**

[1]The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City. Any Actual Costs of Authorized Improvements incurred prior to Bond closing are not required to be deposited and are therefore deducted from any Developer deposit requirement. This deducted amount shall be submitted to the City for full review and approval by the City prior to submitting the first Certification for Payment payable from the project fund.
[2]See Table III-C for details.

B. PROJECTED FIVE YEAR SERVICE PLAN

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area are shown in Table IV-D. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Major Improvement Area

Year	Annual Projected Cost[1]	Annual Projected Indebtedness	Projected Major Improvement Area Annual Installments
2025 & Prior	$5,645,000	$5,645,000	$997,970
2026	$0	$0	$482,633
2027	$0	$0	$498,854
2028	$0	$0	$498,877
2029	$0	$0	$498,701
2030	$0	$0	$499,327
2031	$0	$0	$498,700
Total	**$5,645,000**	**$5,645,000**	**$3,975,061**

[1]Includes original issue discount.

The annual projected costs shown in Table IV-D are the annual expenditures relating to Major Improvement Area's proportional share of Major Improvements, referred to as the Major Improvement Area Projects, shown in Table III-A, and the costs associated with setting up the PID allocable to the Major Improvement Area and bond issuance costs including reserves for the Major Improvement Area Bonds 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.

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 are shown in Table IV-E. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #1

Year	Annual Projected Cost[3]	Annual Projected Indebtedness[1]	Other Funding Sources[2]	Projected Improvement Area #1 Annual Installments
2025 & Prior	$24,800,279	$20,598,000	$4,202,279	$3,164,748
2026	$0	$0	$0	$1,549,383
2027	$0	$0	$0	$1,556,261
2028	$0	$0	$0	$1,555,527
2029	$0	$0	$0	$1,555,050
2030	$0	$0	$0	$1,556,792
2031	$0	$0	$0	$1,556,572
Total	**$24,800,279**	**$20,598,000**	**$4,202,279**	**$12,494,333**

[1]Includes amounts to be paid from Improvement Area #1 Assessments related to both series of the Improvement Area #1 Bonds. Also includes $79,000 allocable to the Improvement Area #1 Assessments collected pursuant to the Improvement Area #1 Reimbursement Agreement, which were or will be used to reimburse the Developer.
[2]The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City.
[3]Includes original issue discount.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves for the Improvement Area #1 Bonds shown in Table IV-B.1. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #2

The annual projected costs and annual projected indebtedness for Improvement Area #2 are shown in Table IV-F. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-F
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #2

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources[2]	Projected Improvement Area #2 Annual Installments
2025	$2,492,726	$0	$2,492,726	$0
2026	$7,478,178	$5,448,000	$2,030,178	$0
2027	$0	$0	$0	$331,475
2028	$0	$0	$0	$508,300
2029	$0	$0	$0	$508,880
2030	$0	$0	$0	$508,132
2031	$0	$0	$0	$508,124
Total	**$9,970,904**	**$5,448,000**	**$4,522,904**	**$2,364,911**

[1]Includes amounts to be paid from Improvement Area #2 Assessments related to the Improvement Area #2 Bonds.
[2]The other funding sources represent Budgeted Costs paid or to be paid by the Developer without reimbursement from the City.

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Improvement Area #2 Improvements shown in Table III-C, and the costs associated with setting up the PID allocable to Improvement Area #2 and bond issuance costs including reserves for the Improvement Area #2 Bonds shown in Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed development financing program entails a series of bond financings and/or obligations under the applicable reimbursement agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Initial Bonds and the Major Improvement Area Bonds in 2023, the Improvement Area #1 Additional Bonds and the Improvement Area #2 Bonds are being issued in 2026. Other than refunding bonds, if any, no bonds are expected to be issued after 2026.

The purpose of this gradual issuance of bonds in phases is to mirror the actual development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Major Improvement Area Projects, the Improvement Area #1 Projects, and the Improvement Area #2 Improvements shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The costs of the Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property, based on the ratio of Equivalent Units for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property at the time the Major Improvement Area Assessments and Improvement Area #1 Assessments were levied.

3. The Major Improvement Area Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Major Improvement Area Assessed Property based on the total estimated Equivalent Units for each Parcel.

4. The Improvement Area #1 Projects costs are allocated to each Parcel within the Improvement Area #1 Assessed Property based on the total estimated Equivalent Units for each Parcel within Improvement Area #1.

5. The Improvement Area #2 Improvements costs are allocated to each Parcel within the Improvement Area #2 Assessed Property based on the total estimated Improvement Area #2 Equivalent Units for each Parcel within Improvement Area #2.

6. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

7. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

8. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

Table V-A provides the estimated allocation of the Budgeted Costs of the Major Improvements between the Major Improvement Area and Improvement Area #1. Table V-B provides the estimated allocation of the Budgeted Costs of the Major Improvement Area Projects between the Major Improvement Area BTR Property and Improvement Area #2.

Parcels will only be assessed for the special benefits conferred upon the Parcel as a result because of the Improvement Area #1 Projects, Major Improvement Area Projects, and Improvement Area #2 Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvement Area Projects, the Improvement Area #1 Projects, and the Improvement Area #2 Improvements as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Improvement Area #1 Assessed Property, the Major Improvement Area Assessed Property, and the Improvement Area #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvement Area Projects, the Improvement Area #1 Projects, and the Improvement Area #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A, IV-B.1, and IV-C are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt

bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance; and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement to Improvement Area #1 and the Major Improvement Area. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Improvement Area #2 for purposes of establishing the Major Improvement Area

Assessment allocable to the land within such areas. The Budgeted Costs shown in Table V-A and Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

At the time of the Improvement Area #1 Assessment levy, Improvement Area #1 was projected to contain 550 single family residential units, and the Major Improvement Area was projected to contain 273 single family residential units and 266 build to rent units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 456.19, and the total projected Equivalent Units for the Major Improvement Area is calculated as 369.02. The total projected Equivalent Units in the PID is, therefore, calculated to be 825.21 (i.e., 456.19 + 369.02 = 825.21). As a result, approximately 55.28 percent (rounded to the second decimal place) of the Budgeted Costs of the Major Improvements (i.e. 456.19 ÷ 825.21 = 55.28%) are allocated to the Improvement Area #1 Assessed Property, and approximately 44.72 percent (rounded to the second decimal place) of the Budgeted Costs of the Major Improvements (i.e., 369.02 ÷ 825.21 = 44.72%) are allocated to the Major Improvement Area Assessed Property. One hundred percent (100%) of the Improvement Area #1 Improvements are allocated to the Improvement Area #1 Assessed Property. One hundred percent (100%) of the Phase #3 Improvements are allocated to the Phase #3 Assessed Property. One hundred percent (100%) of the Phase #4 Improvements are allocated to the Phase #4 Assessed Property. The Budgeted Costs of any direct Authorized Improvement which ***only*** benefit the Major Improvement Area BTR Property will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Major Improvement Area BTR Property for Authorized Improvements benefiting only the Major Improvement Area BTR Property. The Major Improvement Area Bonds will fund the Budgeted Costs of the Major Improvement Area Projects. The Improvement Area #1 Initial Bonds and Improvement Area #1 Additional Bonds will fund the Budgeted Costs of the Improvement Area #1 Projects. The Improvement Area #2 Bonds will fund the Budgeted Costs of the Improvement Area #2 Improvements.

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Table V-A
Allocation of the Budgeted Costs of the Major Improvements

Authorized Improvement	Total
Road improvements	$3,174,400
Water improvements	$2,000,145
Offsite sanitary sewer improvements	$1,763,987
Storm drainage improvements	$1,489,957
Other soft and miscellaneous costs	$1,869,650
Total Major Improvements[1]	**$10,298,139**
Improvement Area #1	
Projected total number of Equivalent Units	456.19
% of total Equivalent Units	55.28%
Proportionate Share of Costs	$5,692,985
Major Improvement Area	
Projected total number of Equivalent Units	369.02
% of total Equivalent Units	44.72%
Proportionate Share of Costs	$4,605,154

[1]See Table III-A for details.

At the time of the Major Improvement Area Assessment levy, the Major Improvement Area BTR Property was projected to contain 266 build to rent units, and Improvement Area #2 was projected to contain 273 single family residential units. As shown in Appendix F, with respect to the Major Improvement Area Projects as calculated using home values at the time the Major Improvement Area Assessments were levied, the total projected Equivalent units for Major Improvement Area BTR Property was calculated as 135.66, and the total projected Equivalent Units for Improvement Area #2 was calculated as 233.36. The total projected Equivalent Units in the Major Improvement Area is, therefore, calculated to be 369.02 (i.e., 135.66 + 233.36 = 369.02). As a result, 36.76 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e. 135.66 ÷ 369.02 = 36.76%) are allocated to the Major Improvement Area BTR Assessed Property, and 63.24 percent of the Budgeted Costs of the Major Improvement Area Projects (i.e., 233.36 ÷ 369.02 = 63.24%) are allocated to Improvement Area #2. Table V-B summarizes the allocation of the Actual Costs of the Major Improvement Area Projects to the Major Improvement Area BTR Property and Improvement Area #2. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

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Table V-B
Allocation of the Budgeted Costs of the Major Improvement Area Projects

Authorized Improvement	Total
Road improvements	$1,419,538
Water improvements	$894,431
Offsite sanitary sewer improvements	$788,825
Storm drainage improvements	$666,284
Other soft and miscellaneous costs	$836,076
Total Major Improvement Area Projects[1]	**$4,605,154**
Major Improvement Area BTR Property	
Projected total number of Equivalent Units	135.66
% of total Equivalent Units	36.76%
Proportionate Share of Costs	$1,692,958
Improvement Area #2	
Projected total number of Equivalent Units	233.36
% of total Equivalent Units	63.24%
Proportionate Share of Costs	$2,912,197

[1]See Table III-A for details.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across the Parcels within the Major Improvement Area Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Major Improvement Area Assessed Property of the Major Improvement Area Projects is at least equal to the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of Equivalent Units of each newly created Parcel at the time

of such subdivision. For residential Lots, when final residential building sites are platted, Major Improvement Area 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 all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Improvement Area #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel within Improvement Area #1, the Improvement Area #1 Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Improvement Area #1 Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for the Improvement Area #2 Improvements

Phase #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements to be financed with the Improvement Area #2 Bonds shall be allocated to the Phase #3 Assessed Property by spreading the entire Phase #3 Assessment across the Parcels within Phase #3 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #3 Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Phase #3 Assessed Property of the Phase #3 Improvements is at least equal to the Phase #3 Assessments to be levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #3, the Phase #3 Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Phase #3 Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

Phase #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements to be financed with the Improvement Area #2 Bonds shall be allocated to the Phase #4 Assessed Property by spreading the entire Phase #4 Assessment across the Parcels within Phase #4 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #4 Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Phase #4 Assessed Property of the Phase #4 Improvements is at least equal to the Phase #4 Assessments to be levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #4, the Phase #4 Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Phase #4 Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll, the Improvement Area #2 Assessment Roll – Phase #3, and the Improvement Area #2 Assessment Roll – Phase #4, attached as Appendix I-1, Appendix I-2, and Appendix I-2, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

E. ASSESSMENTS

The Assessments are being levied on each Parcel of Assessed Property within the Major Improvement Area, Improvement Area #1, Phase #3, and Phase #4 according to the Major Improvement Area Assessment Roll, the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll – Phase #3, and the Improvement Area #2 Assessment Roll – Phase #4 attached hereto as Appendices G, H, I-2, and I-3, respectively. The Annual Installments of the

Assessments will be collected at the time and in the amounts shown on the Major Improvement Area Assessment Roll, Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, and Improvement Area #2 Assessment Roll – Phase #4, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. Additional Interest Reserve

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). The Additional Interest Reserve shall be funded until it reaches the additional interest reserve requirement stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to 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 or any other funds applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Improvement Area #1 Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to Improvement Area #1. The Annual Installment for each Parcel in Improvement Area #1 Assessed Property shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #2

The Phase #3 Assessment, Phase #4 Assessment, and Annual Installments for each respective Assessed Property located within Phase #3 and Phase #4 of Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll – Phase #3 and Improvement Area #2 Assessment Roll – Phase #4, attached as Appendix I-2 and Appendix I-3, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The respective Annual Installments shall be collected from the applicable Improvement Area #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #2 Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to Improvement Area #2. The Annual Installment for each Parcel

in Improvement Area #2 Assessed Property shall be calculated by taking into consideration any available capitalized interest or any other funds applicable to the Parcel.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Maximum Assessment Per Equivalent Unit (including the Improvement Area #1 Maximum Assessment Per Equivalent Unit with respect to the Improvement Area #1 Assessed Property, the Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit with respect to the Major Improvement Area BTR Property within the Major Improvement Area Assessed Property, and the Improvement Area #2 Maximum Assessment Per Equivalent Unit with respect to the Improvement Area #2 Assessed Property) calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the Improvement Area #1 Maximum Assessment Per Equivalent Unit, Major Improvement Area BTR Property Maximum Assessment Per Equivalent Unit, or the Improvement Area #2 Maximum Assessment Per Equivalent Unit as applicable, calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs or as otherwise provided in the Trust Indenture. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect

the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment,

and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

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 (if applicable). Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with an interest rate of not more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053) and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Major Improvement Area Bonds may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessment Roll is shown as Appendix G.

Improvement Area #1

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with an interest rate of not more than the actual interest paid on the Improvement Area #1 Initial Bonds and Improvement Area #1 Additional Bonds, respectively. Interest on the Improvement Area #1 Initial Bonds is based on based on an interest rate of 4.500% per annum for years 1 through 8 (2023-2030), 5.375% per annum for years 9 through 21 (2031-2043), and 5.500% per annum for years 22 through 31 (2044-2053) and Additional Interest at the rate of 0.5% for the Additional Interest Reserve.

Interest on the Assessments initially securing the Improvement Area #1 Reimbursement Agreement is based on an interest rate of 6.02% per annum for years 2024-2025. Interest on the portion of the Improvement Area #1 Assessments related to the Improvement Area #1 Additional Bonds is based on an estimated interest rate of 6.00% per annum for years 1 through 27 (2026-2053) and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. The actual interest rate will be updated to reflect the actual interest rate on the Improvement Area #1 Additional Bonds

Furthermore, the Annual Installments related to the Improvement Area #1 Bonds and the Improvement Area #1 Additional Bonds for the Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix H.

Improvement Area #2

Each Assessment for the Improvement Area #2 Assessed Property shall be paid with an interest rate of not more than the actual interest rate paid on the Improvement Area #2 Bonds. The Improvement Area #2 Assessment Roll – Phase #3 sets forth for each year the Annual Installment for each Parcel within Phase #3 based on an estimated interest rate of 6.50% per annum for years 1 through 30 (2025-2055), and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. The Improvement Area #2 Assessment Roll – Phase #4 sets forth for each year the Annual Installment for each Parcel within Phase #4 based on an estimated interest rate of 6.50% per annum for years 1 through 30 (2025-2055), and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. The actual interest rate with respect to each Improvement Area #2 Assessment will be updated to reflect the actual interest rate on the Improvement Area #2 Bonds. Furthermore, the Annual Installments related to the Improvement Area #2 Bonds may not exceed the amounts shown on the Improvement Area #2 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, and Improvement Area #2 Assessment Roll - Phase #4. The Improvement Area #2 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, and Improvement Area #2 Assessment Roll - Phase #4 are shown as Appendix I-1, Appendix I-2, and Appendix I-3, respectively.

Reduction of Assessments

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, Major Improvement Area Bonds, and/or Improvement Area #2 Bonds, as applicable, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for

other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments and the Major Improvement Area Assessments were due when billed and were delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds). The Annual Installments relating to the Improvement Area #2 Assessments will be due when billed and will be delinquent if not paid prior to February 1, 2027 (subject to any offsets from capitalized interest and any other available funds).

I. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, and all outstanding payment requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, and all outstanding requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

K. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 2 BOND ACCOUNT

If proceeds from the Improvement Area #2 Bonds remain after all of the Improvement Area #2 Improvements are constructed and accepted by the City, and all outstanding requests from the Developer have been processed, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $5,645,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs at the time the Major Improvement Bonds were issued. The par amount of the Major Improvement Area Bonds is $5,645,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $5,645,000 plus interest, Additional Interest, and annual Administrative Expenses. The Assessment for the Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Projects[1]	$4,605,154
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$350,132
Capitalized interest	$47,011
Reserve fund	$419,478
Administrative Expense	$50,000
Underwriters discount	$169,350
Subtotal	$1,035,970
Original issue discount	$3,876
Total Special Benefit	**$5,645,000**
Special Benefit:	
Total Special Benefit	$5,645,000
Projected Special Assessment	$5,645,000
Excess Benefit	**$0**

[1]See Table III-A for details.

B. IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the $24,419,629 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, and the costs of the PID formation and the Improvement Area #1 Initial Bonds issuance costs applicable to Improvement Area #1 at the time the Improvement Area #1 Initial Bonds were issued. The amount of the Improvement Area #1 Assessments originally levied for the Improvement Area #1 Projects was $21,016,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property was $21,016,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. See Table IV-B.1 for the updated Budgeted Costs of the Improvement Area #1 Projects, and the costs of the PID formation and the Improvement Area #1 Bonds issuance costs applicable to Improvement Area #1 at the time the Improvement Area #1 Additional Bonds are being issued. See Table IV-E for the annual projected indebtedness related to Improvement Area #1 at the time the Improvement Area #1 Additional Bonds are being issued. The Improvement Area #1 Assessment Roll is attached hereto as Appendix H.

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Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #1 Projects[1]	$21,425,734
PID Formation/Bond Costs of Issuance[2]:	
Cost of issuance	$865,000
Capitalized interest	$133,256
Reserve fund	$1,267,055
Administrative Expense	$40,000
Underwriter's discount	$538,980
Subtotal	$2,844,291
Original issue discount	$149,604
Total Special Benefit	**$24,419,629**
Special Benefit:	
Total Special Benefit	$24,419,629
Projected Assessment	$21,016,000
Excess Benefit	**$3,403,629**

[1]See Table III-B for details.
[2]See Table IV-B for details.

C. Improvement Area #2 Assessment Roll - Phase #3 and Improvement Area #2 Assessment Roll – Phase #4

The City Council has evaluated each Parcel in Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Improvement Area #2.

The Phase #3 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Phase #3 Improvements. Table VII-C summarizes the $4,734,528 in special benefit received by the Phase #3 Assessed Property from the Phase #3 Improvements, and the costs of the PID formation and the Improvement Area #2 Bonds issuance costs applicable to Phase #3. The par amount of the Improvement Area #2 Bonds allocable to Phase #3 is $2,229,000, which is less than or equal to the benefit received by the Phase #3 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #3 Assessed Property is $2,229,000 plus interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #3 Assessed Property is calculated based on the allocation methodologies described in Section V.D.

The Phase #4 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Phase #4 Improvements. Table VII-C summarizes the $5,236,376 in special benefit received by the Phase #4 Assessed Property from the Phase #4 Improvements, and

the costs of the PID formation and the Improvement Area #2 Bonds issuance costs applicable to Phase #4. The par amount of the Improvement Area #2 Bonds allocable to Phase #4 is $3,219,000, which is less than or equal to the benefit received by the Phase #4 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #4 Assessed Property is $3,219,000 plus interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #4 Assessed Property is calculated based on the allocation methodologies described in Section V.D.

The Improvement Area #2 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, and Improvement Area #2 Assessment Roll – Phase #4 are attached hereto as Appendix I-1, Appendix I-2, and Appendix I-3, respectively.

Table VII-C
Improvement Area #2
Special Benefit Summary

Special Benefit	Phase #3	Phase #4	Total Cost
Improvement Area #2 Improvements[1]	$4,123,871	$4,561,501	$8,685,372
PID Formation/Bond Costs of Issuance			
Cost of issuance	$133,740	$193,140	$326,880
Capitalized interest	$213,705	$99,387	$313,092
Reserve fund	$175,885	$256,235	$432,120
Administrative Expense	$20,457	$29,543	$50,000
Underwriter's discount	$66,870	$96,570	$163,440
Subtotal	$610,657	$674,875	$1,285,532
Total Special Benefit	**$4,734,528**	**$5,236,376**	**$9,970,904**
Special Benefit			
Total Special Benefit	$4,734,528	$5,236,376	$9,970,904
Projected Assessment	$2,229,000	$3,219,000	$5,448,000
Excess Benefit	**$2,505,528**	**$2,017,376**	**$4,522,904**

[1]See Table III-C for details.

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, and the Major Improvement Area Assessment Roll, in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds

and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the applicable 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 an Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive. Tables in this Service and Assessment Plan may be rounded to the nearest whole number.

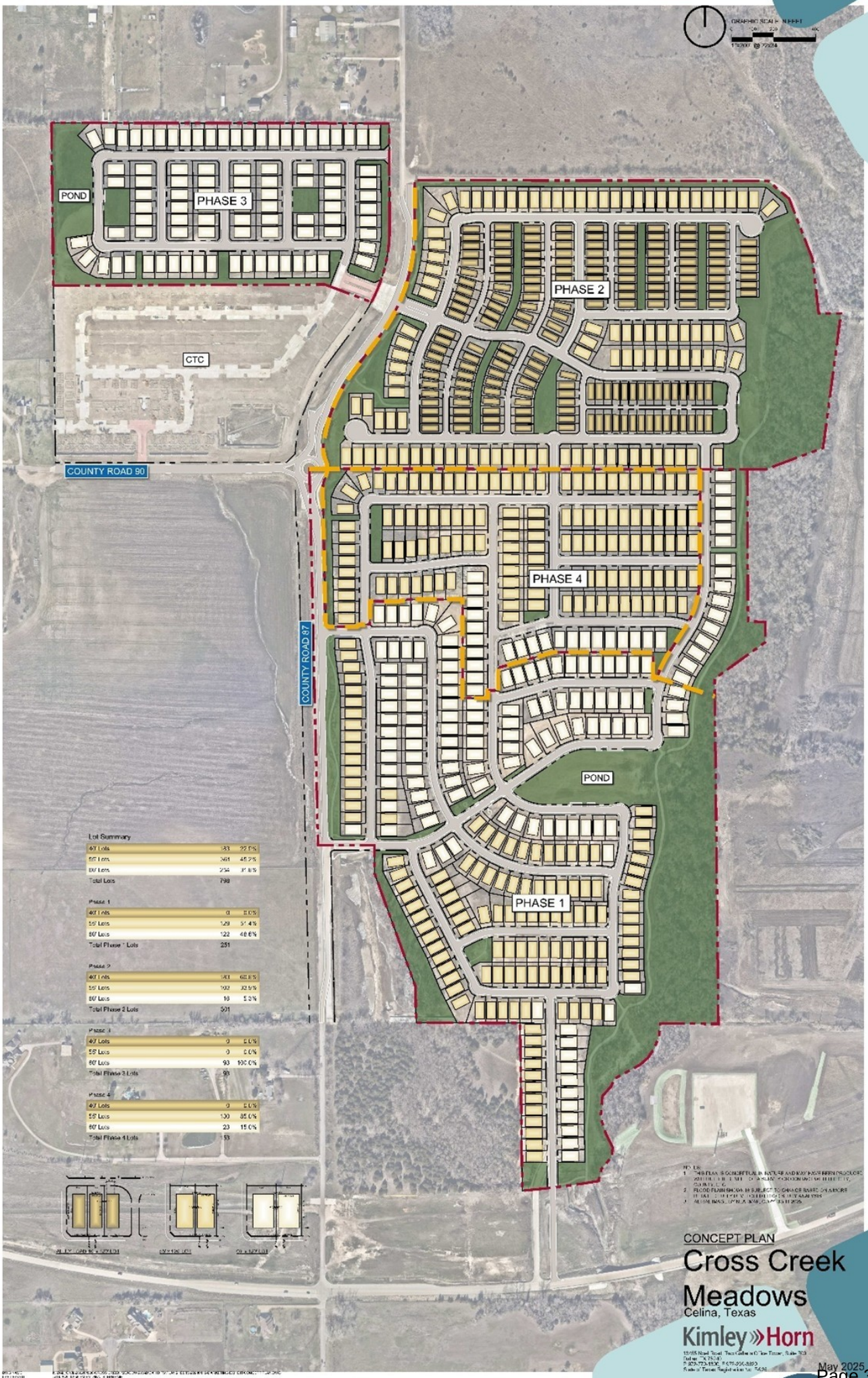
E. Severability

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.

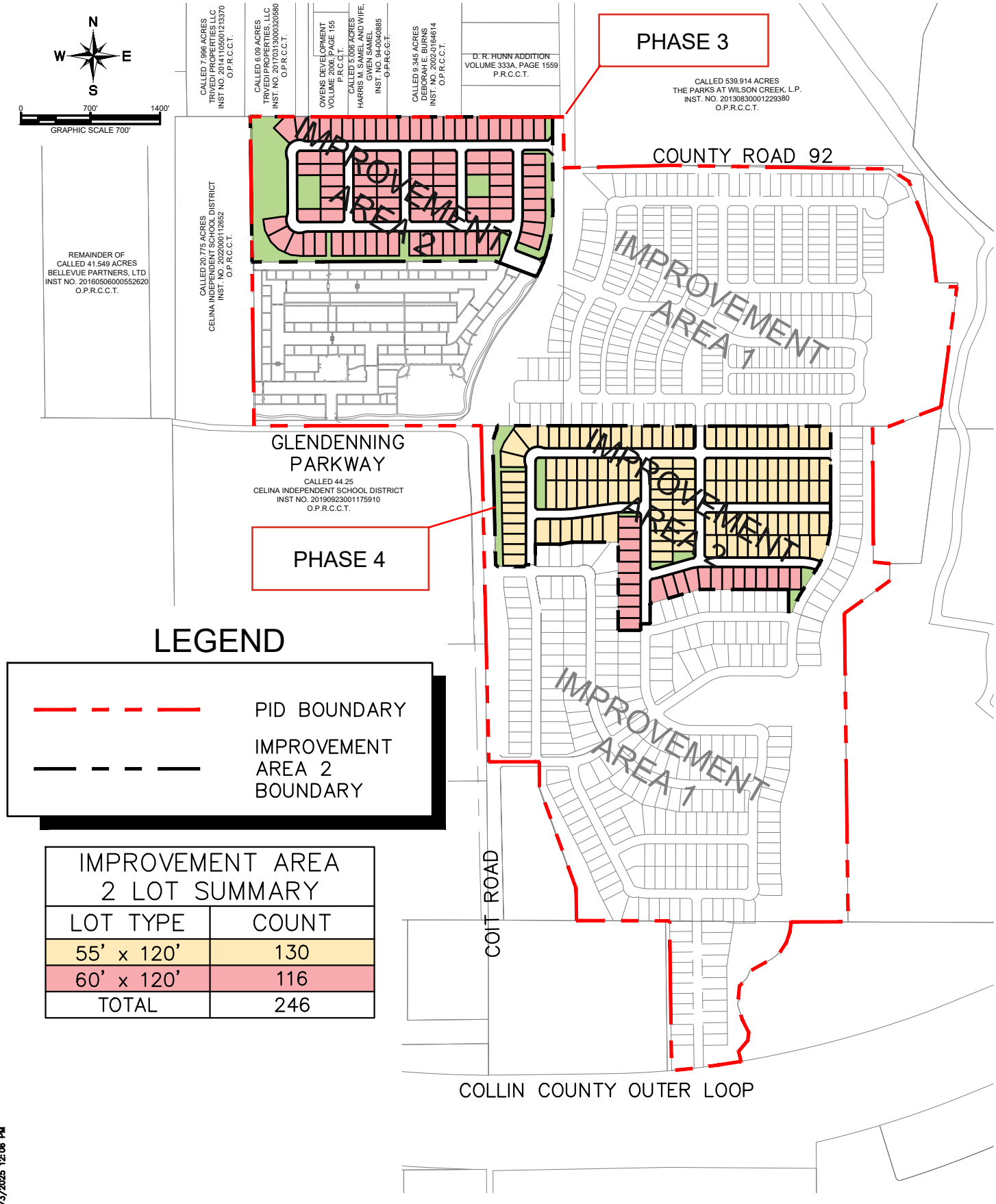
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP


POND
PHASE 3
CTC
COUNTY ROAD 90
PHASE 2
PHASE 4
COUNTY ROAD 87
POND
PHASE 1
Lot Summary
CONCEPT PLAN
Cross Creek Meadows
Celina, Texas
Kimley»Horn

May 2025



LEGEND

- PID BOUNDARY
- IMPROVEMENT AREA 2 BOUNDARY

IMPROVEMENT AREA 2 LOT SUMMARY	
LOT TYPE	COUNT
55' x 120'	130
60' x 120'	116
TOTAL	246

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7/3/2025 12:06 PM

PLOTTED BY
DWG NAME
LAST SAVED

Exhibit A
Improvement Area 2 - Concept Plan

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: *Cross Creek Meadows*
Client Name: *Taylor Morrison*
City: *Celina, TX* *Date:* *January 17, 2023*
County: *Collin* *Project Number:* *01.0073.002*

PROJECT	PRIVATE TOTAL	PID TOTAL	TOTAL
PHASE 1 SINGLE FAMILY	$1,530,947.44	$6,797,982.06	$8,328,929.50
PHASE 2 SINGLE FAMILY	$1,755,786.50	$8,934,766.76	$10,690,553.25
PHASE 3 SINGLE FAMILY		$3,756,097.26	$3,756,097.26
PHASE 4 SINGLE FAMILY		$3,811,178.68	$3,811,178.68
MAJOR IMPROVEMENTS		$10,298,139.44	$10,298,139.44
TOTAL PID COST	**$3,286,733.94**	**$33,598,164.20**	**$36,884,898.14**

Project Name: Cross Creek Meadows Phase 1
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number: 01.0073.001*

Water System Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
8" P.V.C. WATER LINE	LF		11,250	$52.85	$0.00	$594,562.50
18" P.V.C. WATER LINE	LF		515	$260.70	$0.00	$134,260.50
8" GATE VALVE & BOX	EA		35	$1,811.73	$0.00	$63,410.55
18" GATE VALVE & BOX	EA		4	$19,093.22	$0.00	$76,372.88
24" GATE VALVE & BOX	EA		2	$32,534.66	$0.00	$65,069.32
1" SINGLE WATER SERVICE	EA	252		$1,058.81	$266,820.12	$0.00
1" IRRIGATION SERVICE	EA		5	$1,232.88	$0.00	$6,164.40
2" IRRIGATION SERVICE	EA		5	$1,892.72	$0.00	$9,463.60
24" X 8" CUT-IN TEE CONNECTION	EA		2	$11,340.63	$0.00	$22,681.26
FIRE HYDRANT ASSEMBLY	EA		32	$5,507.61	$0.00	$176,243.52
2" POST HYDRANT	EA		2	$7,114.50	$0.00	$14,229.00
2000 PSI CONCRETE ENCASEMENT	LF		200	$298.02	$0.00	$59,604.00
TESTING (EXCLUDING GEOTECH.)	LF		11,765	$1.35	$0.00	$15,882.75
TRENCH SAFETY	LF		11,765	$0.24	$0.00	$2,823.60
				TOTAL	**$266,820.12**	**$1,240,767.88**
				SUB-TOTAL		**$1,507,588.00**

Note: Water lines include all fittings

Wastewater System Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
6" P.V.C. PIPE (0'-10' DEEP)	LF		0			$0.00
8" SDR 35 PIPE (0'-10' DEEP)	LF		6,169	$36.74	$0.00	$226,649.06
8" SDR 26 PIPE (15'-20' DEEP)	LF		1,139	$51.66	$0.00	$58,840.74
CONCRETE ENCASEMENT	LF		320	$52.72	$0.00	$16,870.40
4' DIA. WW MANHOLE	EA		30	$8,302.43	$0.00	$249,072.90
5' DIA. MANHOLE	EA		3	$12,797.88	$0.00	$38,393.64
5' DIA. DROP MANHOLE	EA		3	$30,249.01	$0.00	$90,747.03
4" SERVICE LINES	EA	251		$978.62	$245,633.62	$0.00
6" SERVICE LINES	EA	1		$1,942.30	$1,942.30	$0.00
DROP CONNECTION LINE WW-A @STA.1+59.23	EA		1	$1,495.50	$0.00	$1,495.50
TESTING (EXCLUDING GEOTECH.)	LF		7,308	$1.67	$0.00	$12,204.36
TRENCH SAFETY	LF		7,308	$0.65	$0.00	$4,750.20
				TOTAL	**$247,575.92**	**$699,023.83**
				SUB-TOTAL		**$946,599.75**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Cross Creek Meadows Phase 1
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number: 01.0073.001*

Storm Drain System Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
18" R.C.P.	LF		1,773	$54.83	$0.00	$97,213.59
24" R.C.P.	LF		2,509	$71.93	$0.00	$180,472.37
30" R.C.P.	LF		999	$92.28	$0.00	$92,187.72
36" R.C.P.	LF		554	$125.97	$0.00	$69,787.38
42" R.C.P.	LF		675	$166.21	$0.00	$112,191.75
48" R.C.P.	LF		450	$203.04	$0.00	$91,368.00
72" R.C.P.	LF		445	$434.74	$0.00	$193,459.30
10' CURB INLET	EA		46	$4,950.00	$0.00	$227,700.00
4'X4' STORM DRAIN MANHOLE	EA		5	$4,180.00	$0.00	$20,900.00
4'X4' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		6	$5,912.50	$0.00	$35,475.00
5'X5' STORM DRAIN MANHOLE	EA		2	$4,950.00	$0.00	$9,900.00
5'X5' STORM DRAIN MANHOLE W/ DEBRIS SEPARATOR	EA		1	$6,820.00	$0.00	$6,820.00
3' x 3' "Y" INLET	EA		1	$4,015.00	$0.00	$4,015.00
30" SLOPED HEADWALL	EA		2	$7,243.50	$0.00	$14,487.00
30" HEADWALL W/ FLARED WINGWALLS	EA		2	$5,170.00	$0.00	$10,340.00
36" SLOPED HEADWALL	EA		1	$7,700.00	$0.00	$7,700.00
48" SLOPED HEADWALL	EA		1	$8,635.00	$0.00	$8,635.00
PARALLEL HEADWALL	EA		2	$101,832.50	$0.00	$203,665.00
FLEXAMAT AT OUTFALL	SY		905	$123.62	$0.00	$111,876.10
GABION MATTRESS	SY		400	$165.00	$0.00	$66,000.00
TESTING & TV INSPECTION	LF		7,405	$1.65	$0.00	$12,218.25
TRENCH SAFETY	LF		7,405	$0.35	$0.00	$2,591.75
				TOTAL	**$0.00**	**$1,579,003.21**
				SUB-TOTAL		**$1,579,003.21**

Earthwork Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
CLEARING AND GRUBBING	AC	74	13	$1,287.00	$95,173.65	$16,795.35
MASS GRADING	CY	126,225	22,275	$2.71	$342,069.75	$60,365.25
ROUGH LOT GRADING	EA	251		$225.00	$56,475.00	$0.00
FINAL LOT GRADING	EA	251		$150.00	$37,650.00	$0.00
3' MOISTURE CONDITIONING	EA	251		$1,525.00	$382,775.00	$0.00
6 MIL POLY ON MOISTURE CONDITIONED PADS	EA	251		$408.00	$102,408.00	$0.00
PROCESS WET UTILITY SPOILS	CY		32,000	$3.35	$0.00	$107,200.00
				TOTAL	**$1,016,551.40**	**$184,360.60**
				SUB-TOTAL		**$1,200,912.00**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Cross Creek Meadows Phase 1
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number: 01.0073.001*

Erosion Control Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
CONSTRUCTION ENTRANCE	EA		1	$2,100.00	$0.00	$2,100.00
Z-PANEL INLET PROTECTION	EA		49	$155.00	$0.00	$7,595.00
ROCK CHECK DAM	LF		150	$30.00	$0.00	$4,500.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF		5,000	$1.75	$0.00	$8,750.00
TREE PROTECTION- ORANGE SAFETY FENCE	LF		3,800	$1.40	$0.00	$5,320.00
8' CURLEX AT BACK OF CURB & SWALE FRONTS	LOT		25,625	$1.40	$0.00	$35,875.00
E&S MAINTENANCE	EA		251	$75.00	$0.00	$18,825.00
SEED AND HARROW	AC		40	$310.00	$0.00	$12,400.00
				TOTAL	**$0.00**	**$95,365.00**
				SUB-TOTAL		**$95,365.00**

Roadway & Paving Cost		QUANTITY			TOTAL	
ITEM	UNIT	PRIVATE	PID	UNIT PRICE	PRIVATE	PID
7" REINFORCED CONCRETE STREET PVMT.	SY		38,170	$44.83	$0.00	$1,711,161.10
LIME MAT'L (37#/SY)	TN		799	$179.58	$0.00	$135,403.32
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY		43,171	$2.95	$0.00	$120,236.10
DEVELOPER SIDEWALK (4" THICK)	SF		60,650	$6.19	$0.00	$375,423.50
PAVEMENT HEADER	LF		87	$10.55	$0.00	$917.85
BARRIER FREE RAMPS	EA		43	$1,889.78	$0.00	$81,260.54
STAMPED & STAINED CROSSWALK	SF		840	$31.74	$0.00	$26,661.60
REMOVE EX. CONCRETE CURB & GUTTER	LF		95	$13.08	$0.00	$1,242.60
STREET BARRICADE	EA		3	$874.50	$0.00	$2,623.50
TRAFFIC HANDLING	LS		1	$6,500.00	$0.00	$6,500.00
HANDICAP SPACE MARKINGS/WHEEL STOP/SIGN	LS		1	$3,000.00	$0.00	$3,000.00
STOP SIGN W/ 2 STREET NAME BLADES	EA		17	$1,512.50	$0.00	$25,712.50
STREET LIGHT	EA		26	$6,000.00	$0.00	$156,000.00
STRIPING - 4" STRIPE	LF		670	$1.65	$0.00	$1,105.50
MAINTENANCE BOND	LS		1	$28,500.00	$0.00	$28,500.00
				TOTAL	**$0.00**	**$2,675,748.11**
				SUB-TOTAL		**$2,675,748.11**

SUMMARY		
SUM OF PID CONSTRUCTION COSTS		$6,474,268.63
SOFT COSTS[1]	5%	$323,713.43
SUM OF PRIVATE CONSTRUCTION COSTS		$1,530,947.44
TOTAL CONSTRUCTION COST		**$8,328,929.50**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: CROSS CREEK MEADOWS PH2
Client Name: Taylor Morrison
City: Celina, TX
County: Collin

Date: January 17, 2023
Project Number: 01.0073.003

Water System Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
8" P.V.C. WATER LINE (W FITTINGS)	LF		12,690	$59.10	-	$749,979.00
8" GATE VALVE & BOX	EA		44	$2,699.75	-	$118,789.00
1" SINGLE WATER SERVICE	EA	301		$968.88	$291,632.88	-
1" IRRIGATION SERVICE	EA		2	$2,157.39	-	$4,314.78
1.5" IRRIGATION SERVICE	EA		1	$2,091.15	-	$2,091.15
2" IRRIGATION SERVICE	EA		4	$2,377.15	-	$9,508.60
REMOVE PLUG CONN. TO EX. 8" WL	EA		3	$500.00	-	$1,500.00
FIRE HYDRANT ASSEMBLY	EA		30	$6,990.43	-	$209,712.90
TESTING (EXCLUDING GEOTECH)	LF		12690	$2.00	-	$25,380.00
TRENCH SAFETY	LF		12690	$0.25	-	$3,172.50
				TOTAL	**$291,632.88**	**$1,124,447.93**
				SUB-TOTAL		**$1,416,080.81**

Wastewater System Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
8" SDR 35 PIPE (0'-12' DEEP)	LF		7,880	$62.00	-	$488,560.00
8" SDR 26 PIPE (12'-20' DEEP)	LF		2,760	$81.00	-	$223,560.00
15" SDR 35 PIPE (0'-10' DEEP)	LF		1,150	$100.00	-	$115,000.00
2000 PSI CONCRETE ENCASEMENT	LF		418	$60.00	-	$25,080.00
4' DIA. MANHOLE	EA		51	$7,139.41	-	$364,109.91
5' DIA. MANHOLE	EA		1	$9,187.31	-	$9,187.31
ADDITIONAL MH DEPTH (>8')	VF		160	$100.00	-	$16,000.00
4" SERVICE LINES	EA	301		$1,105.07	$332,626.07	-
TESTING (EXCLUDING GEOTECH.)	LF		11,790	$2.50	-	$29,475.00
TRENCH SAFETY	LF		11,790	$0.25	-	$2,947.50
MAINTENANCE BOND	LS	1		$62,000.00	$62,000.00	-
				TOTAL	**$394,626.07**	**$1,273,919.72**
				SUB-TOTAL		**$1,668,545.79**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: CROSS CREEK MEADOWS PH2
Client Name: Taylor Morrison
City: Celina, TX
County: Collin

Date: January 17, 2023
Project Number: 01.0073.003

Storm Drain System Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
18" R.C.P.	LF		2,373	$87.60	-	$207,874.80
24" R.C.P.	LF		1,841	$104.10	-	$191,648.10
30" R.C.P.	LF		1,610	$123.40	-	$198,674.00
36" R.C.P.	LF		1,356	$152.20	-	$206,383.20
42" R.C.P.	LF		832	$189.50	-	$157,664.00
48" R.C.P.	LF		863	$221.00	-	$190,723.00
60" R.C.P.	LF		170	$340.90	-	$57,953.00
3'X2' RCB	LF		54	$236.10	-	$12,749.40
4'X4' RCB	LF		211	$320.80	-	$67,688.80
2'X2' GRATE INLET	EA		3	$4,200.00	-	$12,600.00
4'X4' GRATE INLET	EA		5	$7,950.00	-	$39,750.00
10' CURB INLET	EA		37	$6,400.00	-	$236,800.00
4'X4' STORM DRAIN MANHOLE	EA		13	$7,000.00	-	$91,000.00
5'X5' STORM DRAIN MANHOLE	EA		7	$8,000.00	-	$56,000.00
6'X10' DEBRIS SEPARATOR	EA		4	$39,900.00	-	$159,600.00
30" SLOPED HEADWALL	EA		1	$5,500.00	-	$5,500.00
48" SLOPED HEADWALL	EA		2	$6,600.00	-	$13,200.00
60" SLOPED HEADWALL	EA		1	$7,300.00	-	$7,300.00
FLEXAMAT AT OUTFALL	SY		90	$170.00	-	$15,300.00
TESTING & TV INSPECTION	LF		9,099	$2.25	-	$20,472.75
TRENCH SAFETY	LF		9,099	$0.25	-	$2,274.75
				TOTAL	**$0.00**	**$1,951,155.80**
				SUB-TOTAL		**$1,951,155.80**

Earthwork Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
CLEARING AND GRUBBING	AC	47	11	$700.00	$32,886.00	$7,714.00
UNCLASSIFIED EXCAVATION	CY	51,912	12,177	$3.85	$199,861.55	$46,881.10
MOISTURE CONDITION PAD - 3' BELOW FP	EA	301		$1,775.00	$534,275.00	-
INSTALL 6-MIL POLY	EA	301		$565.00	$170,065.00	-
ROUGH LOT BENCHING	EA	301		$130.00	$39,130.00	-
FINAL LOT BENCHING	EA	301		$310.00	$93,310.00	-
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY		20,000	$4.25	-	$85,000.00
				TOTAL	**$1,069,527.55**	**$139,595.10**
				SUB-TOTAL		**$1,209,122.65**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: CROSS CREEK MEADOWS PH2
Client Name: Taylor Morrison
City: Celina, TX
County: Collin

Date: January 17, 2023
Project Number: 01.0073.003

Erosion Control Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
CONSTRUCTION ENTRANCE	EA		1	$2,200.00	-	$2,200.00
INLET PROTECTION	EA		49	$155.00	-	$7,595.00
ROCK FILTER DAM	LF		155	$30.00	-	$4,650.00
SILT FENCE	LF		7,735	$1.80	-	$13,923.00
TREE PROTECTION	LF		1,910	$1.45	-	$2,769.50
CURLEX AT BACK OF CURB	LF		33,900	$1.45	-	$49,155.00
E&S MAINTENANCE	LT		301	$75.00	-	$22,575.00
SEED AND HARROW	AC		38	$310.00	-	$11,780.00
				TOTAL	**$0.00**	**$114,647.50**
				SUB-TOTAL		**$114,647.50**

Roadway & Paving Cost

ITEM	UNIT	QUANTITY PRIVATE	QUANTITY PID	UNIT PRICE	TOTAL PRIVATE	TOTAL PID
7" REINFORCED CONCRETE STREET PVMT.	SY		42,050	$56.65	-	$2,382,132.50
6" LIME-STABILIZED SUBGRADE	SY		47,824	$3.61	-	$172,644.64
HYDRATED LIME (36 LB/SY)	TN		861	$236.88	-	$203,953.68
DEVELOPER SIDEWALK (4" THICK)	SF		117,550	$7.62	-	$895,731.00
PAVEMENT HEADER	LF		28	$12.20	-	$341.60
BARRIER FREE RAMPS	EA		55	$2,323.98	-	$127,818.90
STAMPED & STAINED CROSSWALK	SF		900	$22.31	-	$20,079.00
CONNECT TO EXISTING STREET HEADER	LF		88	$15.05	-	$1,324.40
STREET BARRICADE	EA		1	$1,002.40	-	$1,002.40
TRAFFIC HANDLING	LS		1	$5,000.00	-	$5,000.00
PARKING/ HANDICAP STRIPING	LS		1	$2,750.00	-	$2,750.00
STOP SIGN W/ 2 STREET NAME BLADES	EA		8	$1,540.00	-	$12,320.00
STREET SIGN W/ 2 STREET NAME BLADES	EA		20	$1,288.00	-	$25,760.00
7" TRAFFIC CIRCLE (STAMPED AND COLORED)	SF		255	$30.50	-	$7,777.50
6" MEDIAN NOSE PVMT (STAMPED AND COLORED)	SF		120	$57.50	-	$6,900.00
MAINTENANCE BOND	LS		1	$40,000.00	-	$40,000.00
				TOTAL	**$0.00**	**$3,905,535.62**
				SUB-TOTAL		**$3,905,535.62**

SUMMARY

SUM OF PID CONSTRUCTION COSTS		$8,509,301.67
SOFT COSTS[1]	5%	$425,465.08
SUM OF PRIVATE CONSTRUCTION COSTS		$1,755,786.50
TOTAL CONSTRUCTION COST		**$10,690,553.25**

[1] Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: *Cross Creek Meadows Phase 3*

Client Name: *Taylor Morrison*

City: *Celina, TX* *Date:* *January 17, 2023*

County: *Collin* *Project Number:*

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,500	$59.10	$325,050.00
8" GATE VALVE & BOX	EA	20	$2,699.75	$53,995.00
FIRE HYDRANT ASSEMBLY	EA	10	$6,990.43	$69,904.30
24" X 8" CUT-IN TEE CONNECTION	EA	1	$11,340.00	$11,340.00
CONNECT TO EX. 8" WL	EA	1	$500.00	$500.00
TESTING (EXCLUDING GEOTECH.)	LF	5,500	$2.00	$11,000.00
TRENCH SAFETY	LF	5,500	$0.25	$1,375.00
			SUB-TOTAL	**$473,164.30**

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	4,500	$62.00	$279,000.00
4' DIA. MANHOLE	EA	16	$7,139.41	$114,230.56
2000 PSI CONCRETE ENCASEMENT	LF	240	$60.00	$14,400.00
TESTING (EXCLUDING GEOTECH.)	LF	4,500	$2.50	$11,250.00
TRENCH SAFETY	LF	4,500	$0.25	$1,125.00
			SUB-TOTAL	**$420,005.56**

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	300	$87.60	$26,280.00
24" R.C.P.	LF	1,400	$104.10	$145,740.00
30" R.C.P.	LF	750	$123.40	$92,550.00
36" R.C.P.	LF	700	$152.20	$106,540.00
10' CURB INLET	EA	16	$6,400.00	$102,400.00
4'X4' STORM DRAIN MANHOLE	EA	6	$7,000.00	$42,000.00
6'X10' DEBRIS SEPARATOR	EA	2	$39,900.00	$79,800.00
4' x 4' "Y" INLET	EA	2	$7,950.00	$15,900.00
36" SLOPED HEADWALL	EA	2	$6,000.00	$12,000.00
FLEXAMAT AT OUTFALL	SY	60	$170.00	$10,200.00
DETENTION POND	ACRE	1.75	$80,000.00	$140,000.00
TESTING (EXCLUDING GEOTECH)	LF	3,150	$2.25	$7,087.50
TRENCH SAFETY	LF	3,150	$0.25	$787.50
			SUB-TOTAL	**$781,285.00**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: *Cross Creek Meadows Phase 3*

Client Name: *Taylor Morrison*

City: *Celina, TX* *Date:* *January 17, 2023*

County: *Collin* *Project Number:*

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	AC	5.5	$700.00	$3,850.00
UNCLASSIFIED EXCAVATION	CY	17,747	$3.85	$68,324.67
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	8,000	$4.25	$34,000.00
			SUB-TOTAL	**$106,174.67**

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00
INLET PROTECTION	EA	16	$175.00	$2,800.00
ROCK CHECK DAM	EA	2	$150.00	$300.00
SILT FENCE	LF	2,300	$1.35	$3,105.00
REVEGETATE	SF	240,000	$0.02	$4,800.00
			SUB-TOTAL	**$13,005.00**

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	SUB-TOTAL	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	16,790	$56.65	$951,153.50
6" LIME-STABILIZED SUBGRADE	SY	18,133	$3.61	$65,460.85
HYDRATED LIME	TN	326	$236.88	$77,317.06
DEVELOPER SIDEWALK (4" THICK)	SF	32,700	$7.62	$249,174.00
BARRIER FREE RAMPS	EA	20	$2,323.98	$46,479.60
STOP SIGN W/ 2 STREET NAME BLADES	EA	6	$1,540.00	$9,240.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	10	$1,288.00	$12,880.00
TRAFFIC HANDLING	LS	1	$5,000.00	$5,000.00
			SUB-TOTAL	**$1,416,705.02**

SUMMARY

SUM OF CONSTRUCTION COSTS		$3,210,339.54
SOFT COSTS[1]	5%	$160,516.98
CONTINGENCY	12%	$385,240.75
TOTAL CONSTRUCTION COST		**$3,756,097.26**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Cross Creek Meadows Phase 4
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number:*

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE (W FITTINGS)	LF	5,900	$59.10	$348,690.00
8" GATE VALVE & BOX	EA	16	$2,699.75	$43,196.00
FIRE HYDRANT ASSEMBLY	EA	8	$6,990.43	$55,923.44
CONNECT TO EX. 8" WL	EA	5	$500.00	$2,500.00
TESTING (EXCLUDING GEOTECH)	LF	5,900	$2.00	$11,800.00
TRENCH SAFETY	LF	5,900	$0.25	$1,475.00
			SUB-TOTAL	**$463,584.44**

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 PIPE (0'-12' DEEP)	LF	5,600	$62.00	$347,200.00
4' DIA. MANHOLE	EA	15	$7,139.41	$107,091.15
2000 PSI CONCRETE ENCASEMENT	LF	160	$60.00	$9,600.00
TESTING (EXCLUDING GEOTECH.)	LF	5,600	$2.00	$11,200.00
TRENCH SAFETY	LF	5,600	$0.25	$1,400.00
			SUB-TOTAL	**$476,491.15**

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" R.C.P.	LF	2,000	$87.60	$175,200.00
24" R.C.P.	LF	1,050	$104.10	$109,305.00
36" R.C.P.	LF	980	$152.20	$149,156.00
10' CURB INLET	EA	30	$6,400.00	$192,000.00
4'X4' STORM DRAIN MANHOLE	EA	6	$7,000.00	$42,000.00
TESTING & TV INSPECTION	LF	4,030	$2.25	$9,067.50
TRENCH SAFETY	LF	4,030	$2.00	$8,060.00
			SUB-TOTAL	**$684,788.50**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Cross Creek Meadows Phase 4
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number:*

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	ACRE	7.0	$700.00	$4,900.00
UNCLASSIFIED EXCAVATION	CY	28,233	$3.85	$108,698.33
PROCESS AND PLACE UTILITY SPOILS, HAULING BY OTHERS	CY	10,000	$4.25	$42,500.00
			SUB-TOTAL	**$156,098.33**

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00
INLET PROTECTION	EA	30	$175.00	$5,250.00
SILT FENCE	LF	3,200	$1.35	$4,320.00
REVEGETATE	SF	54,800	$0.02	$1,096.00
			SUB-TOTAL	**$12,666.00**

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
7" REINFORCED CONCRETE STREET PVMT.	SY	19,600	$56.65	$1,110,340.00
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	21,168	$3.61	$76,416.48
HYDRATED LIME	TN	381	$236.88	$90,256.97
CONNECT TO EXISTING STREET HEADER	LF	145	$15.05	$2,182.25
DEVELOPER SIDEWALK (4" THICK)	SF	14,500	$7.62	$110,490.00
BARRIER FREE RAMPS	EA	22	$2,323.98	$51,127.56
STOP SIGN W/ 2 STREET NAME BLADES	EA	10	$1,540.00	$15,400.00
STREET SIGN W/ 2 STREET NAME BLADES	EA	2	$1,288.00	$2,576.00
TRAFFIC HANDLING	LS	1	$5,000.00	$5,000.00
			SUB-TOTAL	**$1,463,789.26**

SUMMARY

SUM OF CONSTRUCTION COSTS		$3,257,417.68
SOFT COSTS[1]	5%	$162,870.88
CONTINGENCY	12%	$390,890.12
TOTAL CONSTRUCTION COST		**$3,811,178.68**

[1] Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Major Improvements
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin

Project Name: Coit Rd & Glendenning Pkwy Phase 1
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number: 01.0073.002*

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	3,000	$340.00	$1,020,000.00
8" PVC WATERLINE	LF	140	$180.00	$25,200.00
12" STEEL ENCASEMENT	LF	102	$255.00	$26,010.00
36" STEEL ENCASEMENT	LF	286	$410.00	$117,260.00
CUT AND RESTORE	SY	50	$175.00	$8,750.00
24" BUTTERFLY VALVE	EA	11	$27,000.00	$297,000.00
8" GATE VALVE	EA	2	$4,500.00	$9,000.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	8	$12,000.00	$96,000.00
2" AIR VALVE	EA	5	$15,000.00	$75,000.00
24" WET CONNECTION	EA	2	$13,000.00	$26,000.00
REMOVE 24" WATERLINE	LF	1,953	$25.00	$48,825.00
REMOVE AND SALVAGE HYDRANT	EA	4	$2,500.00	$10,000.00
RELOCATE HYDRANT	EA	1	$10,000.00	$10,000.00
			SUB-TOTAL	**$1,769,045.00**

Wastewater System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
15" PVC SEWER	LF	1,431	$140.00	$200,340.00
CUT AND RESTORE	SY	12	$175.00	$2,100.00
24" STEEL ENCASEMENT	LF	184	$380.00	$69,920.00
CONNECT TO EX. WW MH	EA	1	$2,994.38	$2,994.38
60" MANHOLE	EA	7	$15,000.00	$105,000.00
			SUB-TOTAL	**$380,354.38**

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	4,582	$1.00	$4,582.00
REMOVE PIPE	LF	114	$50.00	$5,700.00
18" CLASS III RCP	LF	832	$160.00	$133,120.00
24" CLASS III RCP	LF	572	$110.00	$62,920.00
30" CLASS III RCP	LF	1012	$125.00	$126,500.00
36" CLASS III RCP	LF	1,600	$150.00	$240,000.00
4'X2' RCB	LF	260	$250.00	$65,000.00

Project Name: Major Improvements
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin

6'X3' RCB	LF	306	$410.00	$125,460.00
12" GABION MATTRESS	SF	260	$30.00	$7,800.00
WINGWALL (FW-0)(HW=3FT)	EA	2	$22,500.00	$45,000.00
WINGWALL (PW-20)(HW=5FT)	EA	2	$15,000.00	$30,000.00
48" MANHOLE	EA	10	$6,500.00	$65,000.00
60" MANHOLE	EA	5	$7,500.00	$37,500.00
15' CURB INLET	EA	13	$7,500.00	$97,500.00
20' CURB INLET	EA	1	$9,000.00	$9,000.00
			SUB-TOTAL	**$1,055,082.00**

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	13,562	$3.00	$40,686.00
TOPSOIL (4")	SY	18,406	$1.00	$18,406.00
EXCAVATION	CY	4,500	$10.00	$45,000.00
EMBANKMENT	CY	15,614	$16.00	$249,824.00
			SUB-TOTAL	**$353,916.00**

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	$2,200.00	$4,400.00
Z-PANEL INLET PROTECTION	EA	14	$155.00	$2,170.00
ROCK CHECK DAM	LF	30	$30.00	$900.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	13,100	$1.80	$23,580.00
E&S MAINTENANCE	EA	1	$8,150.00	$8,150.00
SEED AND HARROW	AC	5	$310.00	$1,550.00
			SUB-TOTAL	**$40,750.00**

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ASPHALT TANSITION WITH 8" FLEXBASE	SY	1,105	$85.00	$93,925.00
6" CONCRETE PAVEMENT	SY	514	$80.00	$41,120.00
9" REINFORCED CONCRETE PAVEMENT	SY	4,652	$70.00	$325,640.00
10" REINFORCED CONCRETE PAVEMENT	SY	15,223	$76.00	$1,156,948.00
8" LIME TREATED SUBGRADE	SY	17,471	$6.00	$104,826.00
6" LIME TREATED SUBGRADE	SY	5280	$5.00	$26,400.00
HYDRATED LIME	TON	491	$220.00	$108,020.00
MOISTURE BARRIER	SY	6,365	$5.00	$31,825.00
13" COLORED TEXTURED TRUCK APRON	SY	364	$250.00	$91,000.00

Project Name: Major Improvements
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin

10' TRAIL	SF	3,790	$7.00	$26,530.00
5' BIKE RAMP	EA	2	$3,500.00	$7,000.00
STREET HEADER	LF	150	$20.00	$3,000.00
CONNECT TO EXIST ASPHALT	LF	175	$50.00	$8,750.00
REMOVE AND RELOCATE SIGNS	EA	5	$500.00	$2,500.00
SIGNS	EA	21	$500.00	$10,500.00
DEAD END BARRICADE	LF	45	$45.00	$2,025.00
PAVEMENT MARKING	LS	1	$25,500.00	$25,500.00
			SUB-TOTAL	**$2,065,509.00**

Project Name: Coit Rd & Glendenning Pkwy Phase 2
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number:*

Water System Cost

ITEM	UNIT	PID QUANTITY	UNIT PRICE	PID TOTAL
24" PVC WATERLINE	LF	400	$340.00	$136,000.00
8" PVC WATERLINE	LF	20	$180.00	$3,600.00
24" BUTTERFLY VALVE	EA	1	$27,000.00	$27,000.00
8" GATE VALVE	EA	1	$4,500.00	$4,500.00
FIRE HYDRANT WITH 6" GATE VALVE	EA	1	$12,000.00	$12,000.00
2" AIR VALVE	EA	1	$15,000.00	$15,000.00
24" WET CONNECTION	EA	1	$13,000.00	$13,000.00
RELOCATE HYDRANT	EA	2	$10,000.00	$20,000.00
			SUB-TOTAL	**$231,100.00**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Major Improvements
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
TRENCH SAFETY	LF	580	$1.00	$580.00
REMOVE PIPE	LF	114	$50.00	$5,700.00
18" CLASS III RCP	LF	120	$160.00	$19,200.00
24" CLASS III RCP	LF	200	$110.00	$22,000.00
4X2 RCBC	LF	260	$250.00	$65,000.00
12" GABION MATTRESS	SF	120	$30.00	$3,600.00
WINGWALL (PW-20)(HW=5FT)	EA	2	$15,000.00	$30,000.00
4'X4' STORM DRAIN MANHOLE	EA	2	$6,500.00	$13,000.00
15' CURB INLET	EA	4	$7,500.00	$30,000.00
			SUB-TOTAL	**$189,080.00**

Earthwork Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
REMOVE EXIST ASPHALT PAVEMENT	SY	4,600	$3.00	$13,800.00
TOPSOIL (4")	SY	5,060	$1.00	$5,060.00
EXCAVATION	CY	9,200	$10.00	$92,000.00
EMBANKMENT	CY	9,200	$16.00	$147,200.00
			SUB-TOTAL	**$258,060.00**

Erosion Control Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	2	$2,200.00	$4,400.00
Z-PANEL INLET PROTECTION	EA	4	$155.00	$620.00
ROCK CHECK DAM	LF	2	$30.00	$60.00
WIRE-REINFORCED SILT FENCE METAL POSTS	LF	1,650	$1.80	$2,970.00
E&S MAINTENANCE	EA	1	$8,150.00	$8,150.00
SEED AND HARROW	AC	5	$310.00	$1,550.00
			SUB-TOTAL	**$17,750.00**

Roadway & Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
10" REINFORCED CONCRETE PAVEMENT	SY	4,767	$76.00	$362,266.67
8" LIME TREATED SUBGRADE	SY	5,243	$6.00	$31,460.00
HYDRATED LIME	TON	94	$220.00	$20,763.60
CONNECT TO EXISTING STREET HEADER	LF	58	$50.00	$2,900.00
REMOVE AND RELOCATE SIGNS	EA	4	$500.00	$2,000.00
SIGNS	EA	10	$500.00	$5,000.00
DEAD END BARRICADE	LF	45	$45.00	$2,025.00
PAVEMENT MARKING	LS	1	$12,000.00	$12,000.00
			SUB-TOTAL	**$438,415.27**

KFM ENGINEERING & DESIGN

PID ESTIMATE

Project Name: Major Improvements
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin

Project Name: Build to Rent/Phase 1
Client Name: Taylor Morrison
City: Celina, TX *Date: January 17, 2023*
County: Collin *Project Number: 01.0073.003/.002/.001*

Detention Pond Cost

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
6' CONCRETE PILOT CHANNEL	SY	280	$79.00	$22,120.00
DETENTION POND OUTFALL STRUCTURE	EA	1	$59,675.00	$59,675.00
RETAINING WALL	FF	4,960	$25.00	$124,000.00
DETENTION OUTFALL JUNCTION BOX	EA	1	$40,000.00	$40,000.00
			SUB-TOTAL	**$245,795.00**

Wastewater System Cost

DESCRIPTION	UNIT	QUANITITY	UNIT PRICE	TOTAL
8" SDR26 P.V.C. SEWER LINE	LF	2,350	$81.00	$190,363.77
4' DIA. MANHOLE (PHASE 1)	EA	1	$8,302.43	$8,302.43
5' DIA. MANHOLE (PHASE 1)	EA	30	$12,797.88	$383,936.40
5' DIA. MANHOLE (PHASE 2)	EA	5	$9,187.31	$45,936.55
5' DIA. MANHOLE (BTR)	EA	9	$17,936.84	$161,431.56
15" SDR 35 PIPE (0'-10' DEEP)	LF	3,913	$74.55	$291,714.15
STEEL ENCASEMENT	LF	410	$210.62	$86,354.20
15" SDR 26 PIPE (15'-20' DEEP)	LF	1,607	$126.19	$202,787.33
TESTING (EXCLUDING GEOTECH.)	LF	5,520	$1.67	$9,218.40
TRENCH SAFETY	LF	5,520	$0.65	$3,588.00
			SUB-TOTAL	**$1,383,632.79**

SUMMARY

SUBTOTAL CONSTRUCTION COST	$8,428,489.44
SOFT COSTS[1]	$1,869,650.00
TOTAL IMPROVEMENTS	**$10,298,139.44**

[1] Includes design, engineering, surveying, mobilization, district formation costs, construction management and other soft costs.

Kimley»Horn

Date: July 8, 2025

RE: ***Public Improvement District - Engineer's Report***
Cross Creek Meadow – Improvement Area 2
City of Celina, Texas

INTRODUCTION

Cross Creek Meadows is a proposed residential development located north of the Collin County Outer Loop at the intersection of Coit Road and Glendenning Parkway in the City of Celina, Collin County, Texas. The proposed development consists of approximately 245 acres and includes 798 single-family residential lots and 266 build-to-rent (BTR) units. The single-family is being constructed in four phases, with Phases 1 & 2 having been completed. The BTR was constructed as its own Phase and is also complete.

A Public Improvement District (PID) for the development was formed with the improvements being split between Major Improvements and Improvement Areas 1 & 2.The Major Improvements include Coit Road, Glendenning Parkway and the water/wastewater/drainage improvements constructed in association with those roads. Improvement Area 1 includes Phases 1 & 2 of the single-family. Improvement Area 2 includes Phases 3 & 4 of the single-family. The BTR phase does not receive benefit from any direct improvements.

An Engineer's Report for the Major Improvements and Improvement Area 1 was previously prepared by KFM Engineering & Design, dated March 2023. This Engineer's Report is specific to Improvement Area 2 and includes information for the development improvements and associated cost for infrastructure that is anticipated to be financed with bonds sold through the PID.

DEVELOPMENT IMPROVEMENTS

Direct Public Improvements anticipated to eligible for reimbursement through the PID include Sanitary Sewer Improvements, Water Improvements, Storm Sewer Improvements, Roadway Improvements, and associated Clearing, Excavation, and Erosion Control Improvements.

Private Improvements not eligible to be reimbursed through the PID include Clearing, Excavation, and Erosion Control Improvements, Retaining Wall Improvements, Landscape/Hardscape Improvements, Amenity Center Improvements, Franchise Utility Improvements, & Cluster Mailboxes

A. Direct Public Improvements

1. **Clearing & Excavation Improvements**
   Improvements including all clearing and excavation associated with the public residential road rights-of-way, swales and channels within Improvement Area 2.

2. **Erosion Control Improvements**
   Improvements including the installation of all erosion control measures associated with the public residential road rights-of-way within Improvement Area 2.

3. **Water Improvements**
   Improvements including trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, and all other necessary appurtenances required to provide water service to each lot within Improvement Area 2. The water improvements will be owned and operated by the City of Celina. The water improvements are depicted on Exhibit C.

4. **Sanitary Sewer Improvements**
   Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, testing, and all other necessary appurtenances required to provide sanitary sewer service to each lot within Improvement Area 2. The sanitary sewer improvements will be owned and operated by the City of Celina. The sanitary sewer improvements are depicted on Exhibit D.

5. **Storm Sewer Improvements**
   Improvements including trench excavation and embedment, trench safety, piping, inlets, headwalls, rock rip-rap, pond outfalls, testing, and all other necessary appurtenances required to provide adequate drainage within Improvement Area 2. The storm sewer improvements will be owned and operated by the City of Celina. The storm sewer improvements are depicted on Exhibit E.

6. **Roadway Improvements**
   Improvements including subgrade stabilization, pavement, sidewalks, barrier free ramps, signage, striping, streetlights, testing, and all other materials associated with the public residential road rights-of-way within Improvement Area 2. The roadway improvements will be owned and operated by the City of Celina. The roadway improvements are depicted on Exhibit F.

B. Private Improvements

1. **Clearing & Excavation Improvements**
   Improvements including all clearing and excavation associated with the residential and open space lots within Improvement Area 2.

2. **Erosion Control Improvements**
   Improvements including the installation of all erosion control measures associated with the residential and open space lots within Improvement Area 2.

3. **Retaining Wall Improvements**
   Improvements including all retaining walls associated with the residential and open space lots within Improvement Area 2.

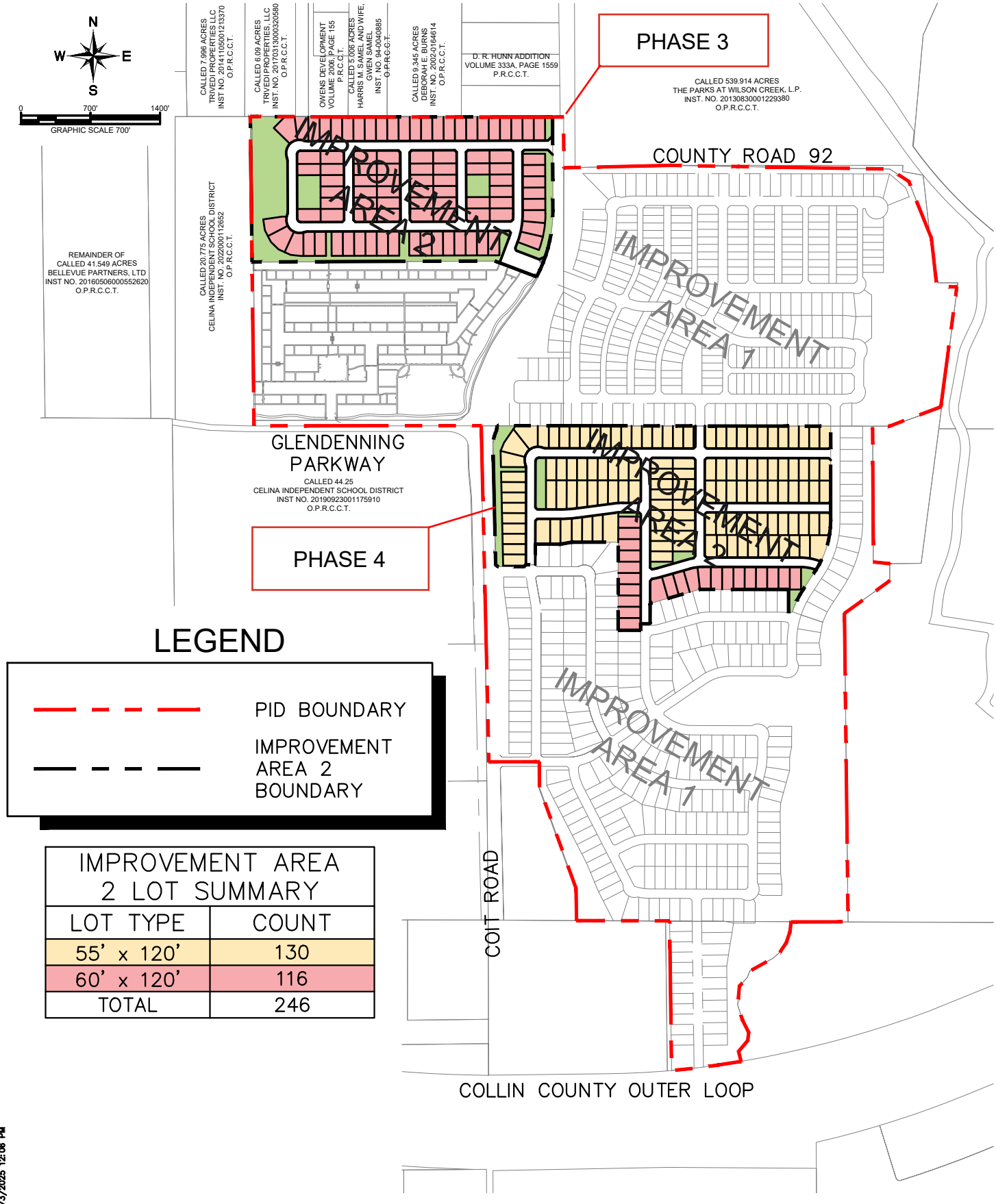
4. **Landscape/Hardscape & Miscellaneous Improvements**
   Improvements including all landscaping, irrigation, and hardscape of open space lots, amenity center construction, cluster mailboxes, and franchise utilities within or serving the residential and open space lots in Improvement Area 2.

DEVELOPMENT COSTS

An Opinion of Probable Construction Cost (OPCC) for Improvement Area 2 has been prepared and a summary is included as Exhibit B. The construction costs included in the OPCC are based on contractor proposals received to date for Improvement Area 2 (Phases 3 & 4) and our reasonable professional judgement and experience. Kimley-Horn does not guarantee that the actual costs will not vary from this OPCC.

DEVELOPMENT SCHEDULE

1. **Major Improvements**
   a. Coit Road – Completed
   b. Glendenning Parkway – Completed
2. **Improvement Area 1**
   a. Phase 1 – Completed
   b. Phase 2 – Completed
3. **Improvement Area 2**
   a. Phase 3 – Completed
      i. Begin Construction – Q3 2025
      ii. Complete Construction – Q4 2026
   b. Phase 4 – Completed
      i. Begin Construction – Q3 2024
      ii. Complete Construction – Q4 2025



LEGEND

- PID BOUNDARY
- IMPROVEMENT AREA 2 BOUNDARY

IMPROVEMENT AREA 2 LOT SUMMARY	
LOT TYPE	COUNT
55' x 120'	130
60' x 120'	116
TOTAL	246

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7/3/2025 12:06 PM

PLOTTED BY
DWG NAME
LAST SAVED

Exhibit A
Improvement Area 2 - Concept Plan

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT B - OPINION OF PROBABLE CONSTRUCTION COST
CROSS CREEK MEADOWS - CELINA, TX
COST SUMMARY - IMPROVEMENT AREA 2 (PHASES 3 & 4)
July 8, 2025

OVERALL COST SUMMARY	*NO. OF LOTS*	*NO. OF LOTS*	*TOTAL NO. OF LOTS*
	93	153	246
DIVISION	PHASE 3	PHASE 4	TOTAL
A. CLEARING & EXCAVATION	$ 223,683.00	$ 125,425.00	$ 349,108.00
B. EROSION CONTROL	$ 16,482.00	$ 10,016.04	$ 26,498.04
C. WATER	$ 541,877.10	$ 692,673.00	$ 1,234,550.10
D. SANITARY SEWER	$ 535,221.50	$ 725,708.46	$ 1,260,929.96
E. STORM SEWER	$ 565,182.80	$ 579,541.55	$ 1,144,724.35
F. PAVEMENT	$ 1,451,002.90	$ 1,549,634.89	$ 3,000,637.79
SUB-TOTAL	$ 3,333,449.30	$ 3,682,998.94	$ 7,016,448.24
INSPECTION FEE (4% C-F)	$ 123,731.37	$ 141,902.32	$ 265,633.69
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10% A-H)	$ 333,344.93	$ 368,299.89	$ 701,644.82
MISCELLANEOUS & CONTINGENCY (10%)	$ 333,344.93	$ 368,299.89	$ 701,644.82
TOTAL	**$ 4,123,870.53**	**$ 4,561,501.04**	**$ 8,685,371.58**

Notes:

1. Costs for the improvements are based on Contractor Proposals.
2. Unit prices are subject to market conditions and may vary from this OPC.
3. Land cost, easement acquisition costs, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included.

EXHIBIT B - OPINION OF PROBABLE CONSTRUCTION COST
CROSS CREEK MEADOWS - CELINA, TX
PHASE 3 DIRECT PUBLIC IMPROVEMENTS
JULY 8, 2025

				PHASE:	**3**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	93
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	28.5
JOB NUMBER:		***REVISED BY:***		***NET AC.***	28.5

A. CLEARING & EXCAVATION

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
CLEARING / GRUBBING (RIGHT-OF-WAY)	AC	$ 1,000.00	5.9	$ 5,900.00
UNCLASSIFIED EXCAVATION (RIGHT-OF-WAY)	CY	$ 3.00	4,896	$ 14,688.00
PROCESS AND PLACE PHASE 4 EXPORT MATERIAL (RIGHT-OF-WAY)	CY	$ 3.00	8,997	$ 26,991.00
IMPORT, PROCESS, AND PLACE OFFSITE FILL MATERIAL (RIGHT-OF-WAY)	CY	$ 16.00	8,586	$ 137,376.00
3-FT DEPTH MOISTURE CONDITIONING ROADWAY	LF	$ 8.00	4,841	$ 38,728.00
TOTAL CLEARING & EXCAVATION				**$ 223,683.00**

B. EROSION CONTROL

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
INLET PROTECTION	EA	$ 165.00	17	$ 2,805.00
8' CURLEX (BACK OF CURB)	LF	$ 1.50	9,118	$ 13,677.00
TOTAL EROSION CONTROL				**$ 16,482.00**

C. WATER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
8" WATER PIPE(INCLUDING ALL APPURTENANCES)	LF	$ 43.85	5,258	$ 230,563.30
16" STEEL ENCASEMENT (BY BORE)	LF	$ 476.00	42	$ 19,992.00
16" STEEL ENCASEMENT (NOT BY BORE)	LF	$ 145.00	53	$ 7,685.00
1" WATER SERVICE	EA	$ 1,065.00	93	$ 99,045.00
FIRE HYDRANT ASSEMBLY	EA	$ 7,827.00	10	$ 78,270.00
POST HYDRANT	EA	$ 3,835.00	1	$ 3,835.00
8" GATE VALVE & BOX (INLCUDING BLOCKING)	EA	$ 2,525.00	25	$ 63,125.00
24" x 8" CUT-IN TEE AND VALVE ASSEMBLY ON EXISTING LINE	EA	$ 17,220.00	1	$ 17,220.00
1" IRRIGATION METER	EA	$ 1,188.00	5	$ 5,940.00
12"x8 REDUCER	EA	$ 925.00	1	$ 925.00
CONNECT TO EXISTING 12" WATERLINE	EA	$ 1,375.00	1	$ 1,375.00
4" PVC IRRIGATION SLEEVES	LF	$ 22.00	130	$ 2,860.00
PRESSURE TEST AND CHLORINATION	LF	$ 2.00	5,258	$ 10,516.00
TRENCH SAFETY	LF	$ 0.10	5,258	$ 525.80
TOTAL WATER				**$ 541,877.10**

D. SANITARY SEWER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
8" SDR-35 P.V.C. SEWER LINE	LF	$ 47.15	4,754	$ 224,151.10
4' DIAMETER MANHOLE	EA	$ 9,073.00	17	$ 154,241.00
4' DIAMETER STANDARD MANHOLE	EA	$ 1,720.00	1	$ 1,720.00
CONNECT TO EXISTING 4' MANHOLE	EA	$ 1,175.00	93	$ 109,275.00
CEMENT STABILIZED SAND CENTERED ON UTILITY CROSSINGS	LF	$ 60.00	370	$ 22,200.00
STEEL ENCASEMENT	LF	$ 163.00	40	$ 6,520.00
TRENCH SAFETY	LF	$ 0.10	4,754	$ 475.40
SANITARY SEWER TESTING	LF	$ 2.25	4,754	$ 10,696.50
TV INSPECTION	LF	$ 1.25	4,754	$ 5,942.50
TOTAL SANITARY SEWER				**$ 535,221.50**

EXHIBIT B - OPINION OF PROBABLE CONSTRUCTION COST
CROSS CREEK MEADOWS - CELINA, TX
PHASE 3 DIRECT PUBLIC IMPROVEMENTS
JULY 8, 2025

				PHASE:	**3**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	93
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	28.5
JOB NUMBER:		***REVISED BY:***		***NET AC.***	28.5

E. STORM SEWER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
18" CLASS III RCP	LF	$ 72.25	1,173	$ 84,749.25
21" CLASS III RCP	LF	$ 73.55	220	$ 16,181.00
24" CLASS III RCP	LF	$ 90.10	952	$ 85,775.20
30" CLASS III RCP	LF	$ 112.90	578	$ 65,256.20
36" CLASS III RCP	LF	$ 149.35	414	$ 61,830.90
TYPE C HEADWALL STAMPED AND STAINED PER CITY STANDARD	EA	$ 4,150.00	2	$ 8,300.00
STANDARD 10' CURB INLET	EA	$ 7,250.00	15	$ 108,750.00
4' GRATE INLET PER CITY STANDARD	EA	$ 5,100.00	2	$ 10,200.00
4' STORMWATER MANHOLE PER CITY STANDARD	EA	$ 4,915.00	6	$ 29,490.00
LARGE DEBRIS SEPARATOR PER CITY STANDARD	EA	$ 18,500.00	2	$ 37,000.00
TYPE CH-FW-0 HEADWALL	EA	$ 8,300.00	1	$ 8,300.00
POND OUTFALL STRUCTURE	EA	$ 6,350.00	1	$ 6,350.00
FLEXAMAT	SF	$ 12.65	527	$ 6,666.55
TRENCH SAFETY	LF	$ 0.10	3,337	$ 333.70
REMOVE EXISTING HEADWALL AND CONNECT TO EXISTING 30' RCP	EA	$ 1,200.00	1	$ 1,200.00
REMOVE EXISTINT WYE INLET	EA	$ 800.00	1	$ 800.00
1ST MOBILIZATION	EA	$ 10,000.00	1	$ 10,000.00
2ND MOBILIZATION	EA	$ 1,500.00	1	$ 1,500.00
MAINTENANCE BOND (100%, 2 YEARS)	EA	$ 22,500.00	1	$ 22,500.00
TOTAL STORM SEWER				**$ 565,182.80**

F. PAVEMENT

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
7" REINFORCED CONCRETE PAVEMENT (4,000 PSI)(#4 @18" O.C.E.W)	SY	$ 57.25	15,550	$ 890,237.50
6" LIME STABILIZED SUBGRADE PREPARATION	SY	$ 3.65	17,706	$ 64,626.90
HYDRATED LIME (36#/SY)	TON	$ 320.00	320	$ 102,400.00
TEMPORARY PAVEMENT 7" REINFORCED CONCRETE PAVEMENT (4,000 PSI)	SY	$ 57.25	525	$ 30,056.25
REMOVE EXISTING BARRICADE AND CONNECT TO EXISTING PAVEMENT	EA	$ 1,000.00	1	$ 1,000.00
SPEED CUSHION	EA	$ 7,235.00	2	$ 14,470.00
5' BARRIER FREE RAMP	EA	$ 3,000.00	24	$ 72,000.00
5' CONCRETE SIDEWALK(4", #3 REINFORCES STEEL @ 18" O.C.E.W., 3500 PSI)	LF	$ 37.50	1,550	$ 58,125.00
REMOVE EXISTING 5' SIDEWALK	LF	$ 15.00	34	$ 510.00
6' CONCRETE SIDEWALK/TRAIL (4", #3 REINFORCES STEEL @ 18" O.C.E.W., 3500 PSI)	LF	$ 43.55	2,995	$ 130,432.25
STREET PAVEMENT HEADER AND BARRICADE	EA	$ 2,700.00	2	$ 5,400.00
36" R1-1 STOP SIGN AND STREET NAME BLADES MOUNTED ON POLE; INCLUDING HARDWARE	EA	$ 2,000.00	9	$ 18,000.00
STREET SIGN NAME BLADE & POLE; INCLUDING HARDWARE PER CITY STANDARD (NOT TxDOT)	EA	$ 1,750.00	2	$ 3,500.00
SPEED HUMP SIGN (W17-1) & POLE; INCLUDING HARDWARE PER CITY STANDARD (NOT TxDOT)	EA	$ 1,900.00	4	$ 7,600.00
MOBILIZATION FOR SUBSTANTIAL COMPLETION	EA	$ 30,000.00	1	$ 30,000.00
MOBILIZATION FOR FINAL COMPLETION	EA	$ 5,000.00	1	$ 5,000.00
MAINTENANCE BOND (100%, 2 YEARS)	EA	$ 17,645.00	1	$ 17,645.00
TOTAL PAVEMENT				**$ 1,451,002.90**

EXHIBIT B - OPINION OF PROBABLE CONSTRUCTION COST
CROSS CREEK MEADOWS - CELINA, TX
PHASE 4 DIRECT PUBLIC IMPROVEMENTS
JULY 8, 2025

				PHASE:	**4**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	153
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	33.4
JOB NUMBER:		***REVISED BY:***		***NET AC.***	33.4

A. CLEARING & EXCAVATION

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
CLEARING / GRUBBING OF (RIGHT-OF-WAY)	AC	$ 1,030.00	6.8	$ 7,004.00
UNCLASSIFIED EXCAVATION (RIGHT-OF-WAY)	CY	$ 3.00	19,703	$ 59,109.00
ON-ROAD HAUL WITHIIN APPROX. 2,000 LF AND STOCKPILE (RIGHT-OF-WAY)	CY	$ 4.00	14,828	$ 59,312.00
TOTAL CLEARING & EXCAVATION				**$ 125,425.00**

B. EROSION CONTROL

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
CURB INLET PROTECTION	EA	$ 100.00	25	$ 2,500.00
4' CURLEX (BACK OF CURB)	LF	$ 0.68	11,053	$ 7,516.04
TOTAL EROSION CONTROL				**$ 10,016.04**

C. WATER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
8" WATER PIPE (INCLUDING ALL APPURTENANCES)	LF	$ 49.72	6,077	$ 302,148.44
1" WATER SERVICE	EA	$ 1,269.35	153	$ 194,210.55
FIRE HYDRANT ASSEMBLY	EA	$ 7,107.52	12	$ 85,290.24
8" GATE VALVE & BOX (INCLUDING BLOCKING)	EA	$ 2,214.65	30	$ 66,439.50
CUT 8" x 8" TEE ON EXISTING LINE	EA	$ 3,547.70	3	$ 10,643.10
1" IRRIGATION METER	EA	$ 1,907.17	4	$ 7,628.68
1.5" IRRIGATION METER	EA	$ 2,943.10	1	$ 2,943.10
CONNECT TO EXISTING 8" WATERLINE	EA	$ 1,493.68	3	$ 4,481.04
4" PVC IRRIGATION SLEEVES	LF	$ 29.36	65	$ 1,908.40
PRESSURE TEST AND CHLORINATION	LF	$ 1.53	6,077	$ 9,297.81
TRENCH SAFETY	LF	$ 0.29	6,077	$ 1,762.33
PROCESS, HAUL & STOCKPILE TRENCH SPOILS WITHIN 1500 LF OF SITE	CY	$ 5.59	1,059	$ 5,919.81
TOTAL WATER				**$ 692,673.00**

D. SANITARY SEWER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
8" SDR-35 P.V.C. SEWER LINE	LF	$ 51.51	5,932	$ 305,557.32
4' DIAMETER STANDARD MANHOLE	EA	$ 8,510.24	19	$ 161,694.56
5' DIAMETER DROP MANHOLE OVER EXISTING 15" SEWER LINE	EA	$ 15,939.20	3	$ 47,817.60
4" SANITARY SEWER SERVICE	EA	$ 990.60	153	$ 151,561.80
CEMENT STABILIZED SAND CENTERED ON UTILITY CROSSINGS	LF	$ 64.30	200	$ 12,860.00
TRENCH SAFETY	LF	$ 0.72	5,932	$ 4,271.04
SANITARY SEWER TESTING	LF	$ 1.07	5,932	$ 6,347.24
TV INSPECTION	LF	$ 1.75	5,932	$ 10,381.00
PROCESS, HAUL & STOCKPILE TRENCH SPOILS WITHIN 1500 LF OF SITE	CY	$ 5.59	968	$ 5,411.12
FULL-DEPTH SAWCUT, REMOVE CURB & GUTTER & CONTRACTOR TO DISPOSE OF OFFSITE	LF	$ 12.34	210	$ 2,591.40
REMOVE EXISTING PAVEMENT & CONTRACTOR TO DISPOSE OF OFFISITE	SY	$ 28.56	126	$ 3,598.56
PAVEMENT REPLACEMENT AT SEWER CONNECTIONS	SY	$ 108.07	126	$ 13,616.82
TOTAL SANITARY SEWER				**$ 725,708.46**

EXHIBIT B - OPINION OF PROBABLE CONSTRUCTION COST
CROSS CREEK MEADOWS - CELINA, TX
PHASE 4 DIRECT PUBLIC IMPROVEMENTS
JULY 8, 2025

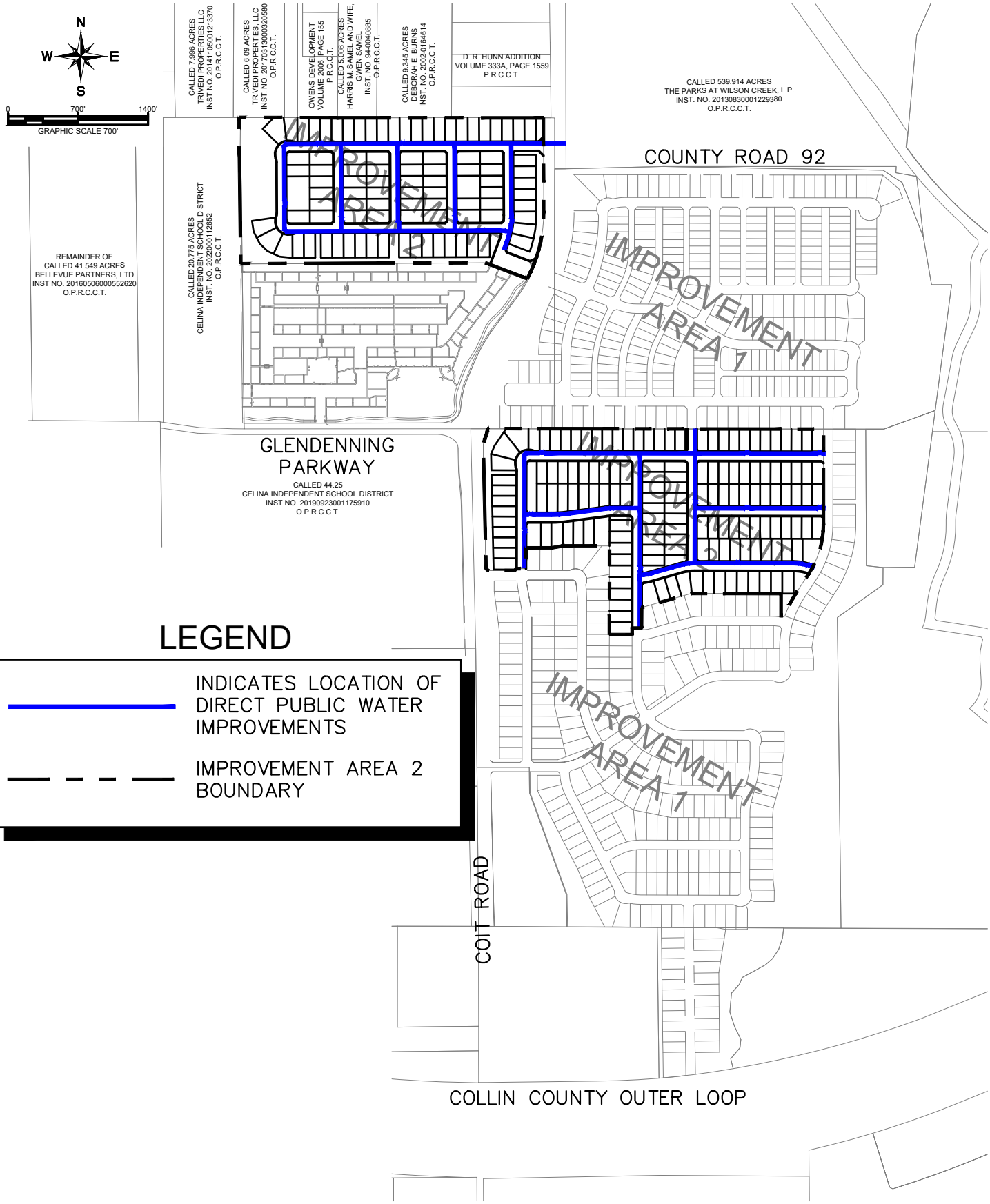
				PHASE:	**4**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	153
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	33.4
JOB NUMBER:		***REVISED BY:***		***NET AC.***	33.4

E. STORM SEWER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
18" CLASS III RCP	LF	$ 67.81	661	$ 44,822.41
21" CLASS III RCP	LF	$ 72.76	1,320	$ 96,043.20
24" CLASS III RCP	LF	$ 84.02	1,349	$ 113,342.98
30" CLASS III RCP	LF	$ 115.16	172	$ 19,807.52
36" CLASS III RCP	LF	$ 196.46	20	$ 3,929.20
42" CLASS III RCP	LF	$ 199.75	105	$ 20,973.75
PRECAST 3'x 2' RCB	LF	$ 262.14	33	$ 8,650.62
STANDARD 10' CURB INLET	EA	$ 6,473.50	16	$ 103,576.00
NON-STANDARD 10' CURB INLET	EA	$ 6,366.50	9	$ 57,298.50
TYPE A 4'x4' JUNCTION BOX	EA	$ 5,617.50	7	$ 39,322.50
TYPE A 5'x5' JUNCTION BOX	EA	$ 6,955.00	2	$ 13,910.00
TRENCH SAFETY	LF	$ 0.37	3,613	$ 1,336.81
PROCESS, HAUL, & STOCKPILE TRENCH SPOILS WITHIN 1500 LF	CY	$ 5.59	1,330	$ 7,434.70
REMOVE EXISTING 3'x2' RCB	LF	$ 26.16	32	$ 837.12
REMOVE EXISTING WYE INLETS	EA	$ 752.08	3	$ 2,256.24
1ST MOBILIZATION	EA	$ 15,000.00	1	$ 15,000.00
2ND MOBILIZATION	EA	$ 500.00	1	$ 500.00
MAINTENANCE BOND (100%, 2 YEARS)	EA	$ 30,500.00	1	$ 30,500.00
TOTAL STORM SEWER				**$ 579,541.55**

F. PAVEMENT

DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*
7" REINFORCED CONCRETE PAVEMENT (4,000 PSI)	SY	$ 55.22	19,679	$ 1,086,674.38
6" LIME STABILIZED SUBGRADE PREPARATION	SY	$ 3.52	22,360	$ 78,707.20
HYDRATED LIME (36#/SY)	TN	$ 296.89	410	$ 121,724.90
MINI ROUNDABOUT STAMPED CONCRETE PER CITY DETAILS AT MISTFLOWER AND VETIVER GLOW DRIVE	SY	$ 275.11	35	$ 9,628.85
5' BARRIER FREE RAMP	EA	$ 2,609.46	22	$ 57,408.12
5' CONCRETE SIDEWALK (4", #3 REINFORCES STEEL @ 18" O.C.E.W., 3,500 PSI)	LF	$ 42.78	1,310	$ 56,041.80
10' CONCRETE SIDEWALK (4", #3 REINFORCES STEEL @ 18" O.C.E.W., 3,500 PSI)	LF	$ 85.55	560	$ 47,908.00
REMOVE EXISTING BARRICADES	EA	$ 268.20	3	$ 804.60
36" R1-1 STOP SIGN AND STREET NAME BLADES MOUNTED ON POLE; INCLUDING HARDWARE	EA	$ 2,828.55	9	$ 25,456.95
STREET SIGN NAME BLADE & POLE; INCLUDING HARDWARE PER CITY STANDARD (NOT TxDOT)	EA	$ 2,330.83	1	$ 2,330.83
YIELD SIGN (R1-2) WITH STREET NAME BLADES AND POLE; INCLUDING ALL HARDWARE (NOT TxDOT)	EA	$ 2,715.15	4	$ 10,860.60
ROUNDABOUT AHEAD SIGNAGE PER CITY DETAILS & POLE; INLCLUDING ALL HARDWARE (NOT TxDOT)	EA	$ 2,112.33	2	$ 4,224.66
MINI ROUNDABOUT STRIPING AT MISTFLOWER LANE AND VETIVER GLOW DRIVE	EA	$ 3,114.00	1	$ 3,114.00
MOBILIZATION FOR SUBSTANTIAL COMPLETION	EA	$ 25,000.00	1	$ 25,000.00
MOBILIZATION FOR FINAL COMPLETION	EA	$ 1,000.00	1	$ 1,000.00
MAINTENANCE BOND (100%, 2 YEARS)	EA	$ 18,750.00	1	$ 18,750.00
TOTAL PAVEMENT				**$ 1,549,634.89**



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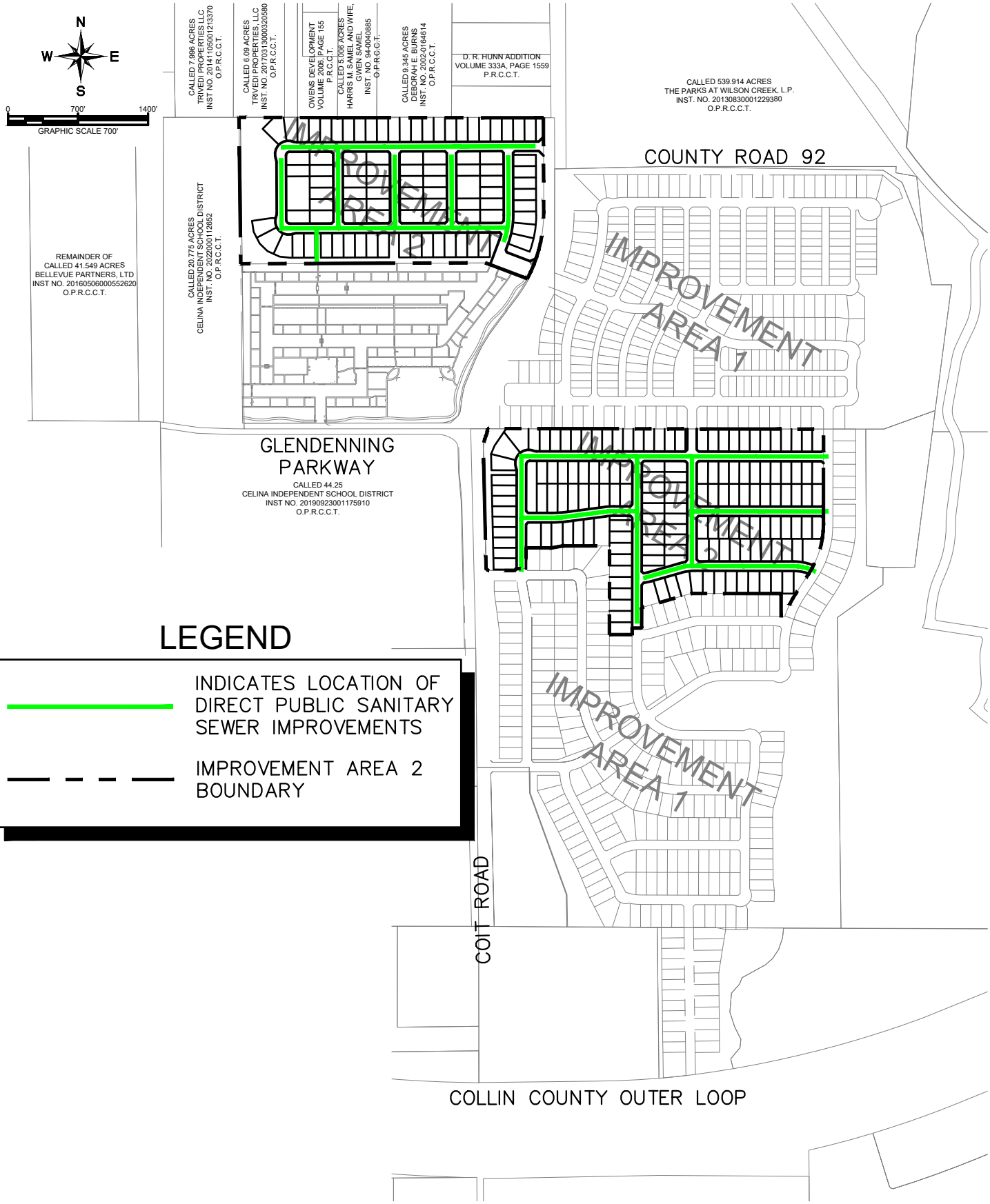
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Exhibit C
Improvement Area 2 - Water

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC SANITARY SEWER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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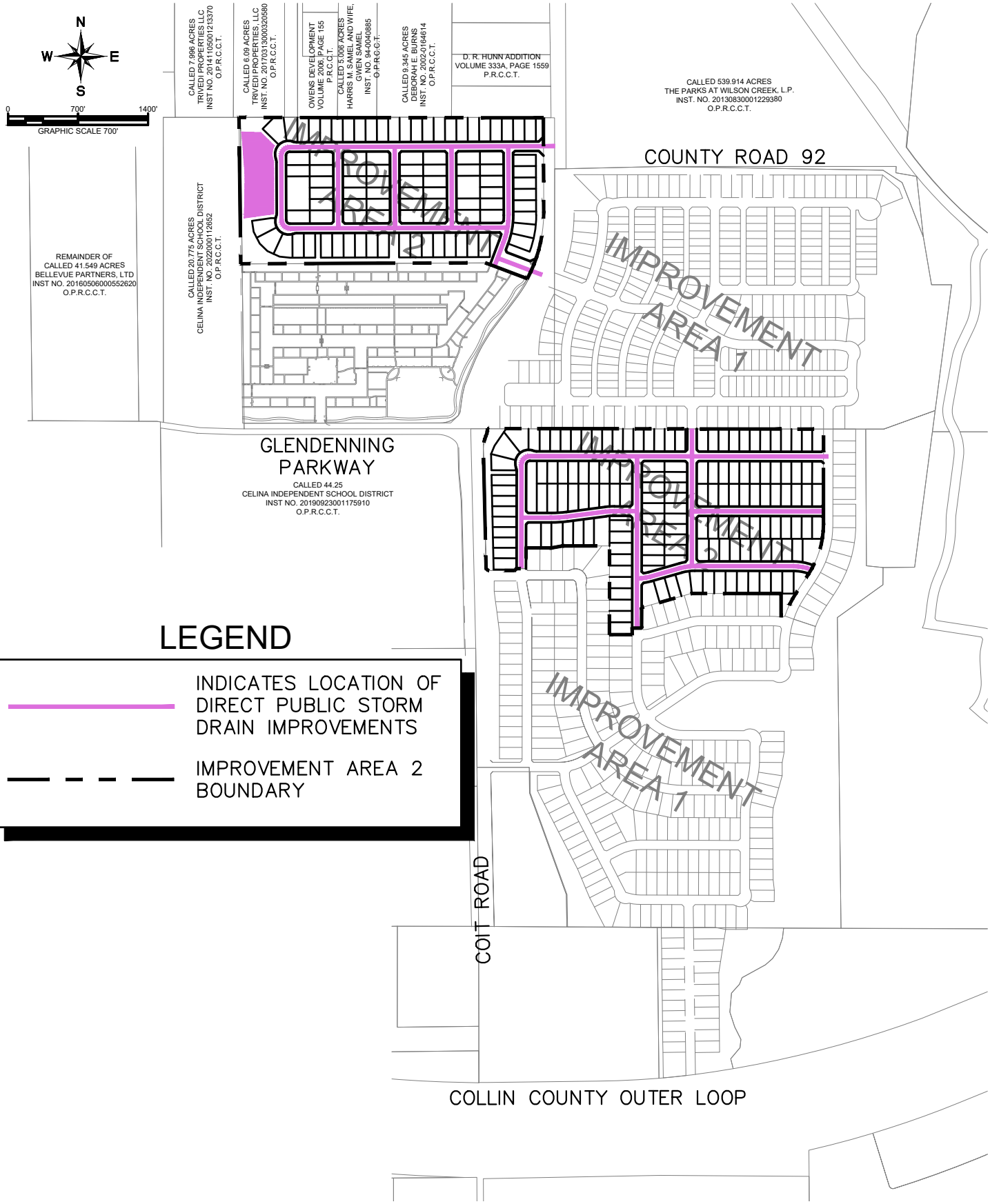
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DWG NAME
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Exhibit D
Improvement Area 2 - Sanitary Sewer

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



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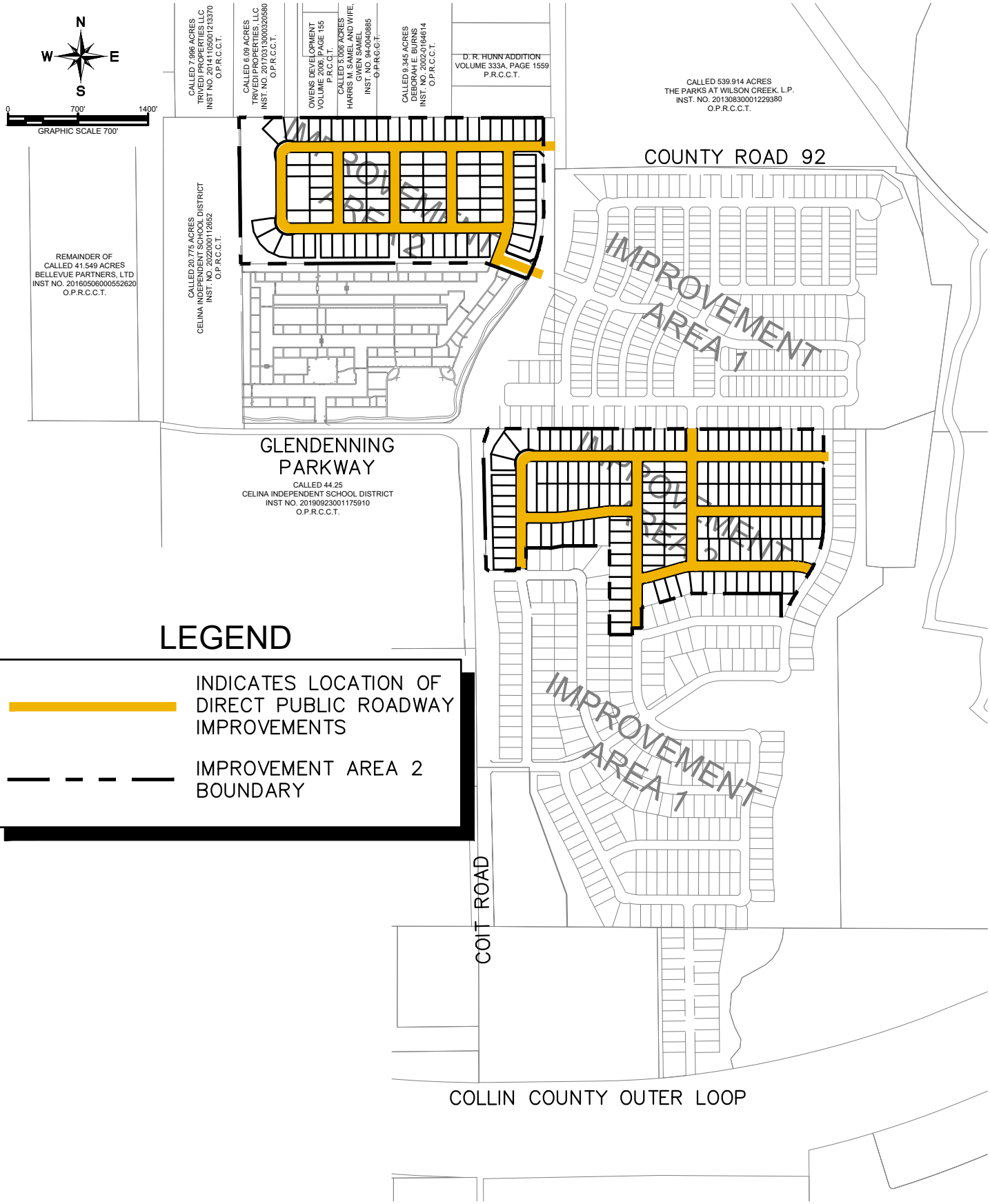
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Exhibit E
Improvement Area 2 - Storm Drain

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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LAST SAVED

Exhibit F
Improvement Area 2 - Roadway

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

LANDPOINT

LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;

2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;

3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;

4. North 22° 42' 33" East, a distance of 149.29 feet;

5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of 08° 56' 56", a radius of 740.00 feet and a chord that bears North 32° 27' 36" East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North 69° 16' 57" West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

LANDPOINT

LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;

2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;

3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;

4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;

5. South 60° 17' 09" West, a distance of 14.82 feet;

6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;

7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;

8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;

9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;

10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;

11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;

12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;

14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;

16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;

17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;

18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;

19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;

20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;

21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;

22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;

23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

24. North 01° 18' 07" West, a distance of 634.58 feet;

25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;

26**.** With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

APPENDIX C-1
LEGAL DESCRIPTION – PID
(CONSISTING OF A 245.241 ACRE TRACT)

LEGAL DESCRIPTION

Being a 245.241 acre tract or parcel of land situated in Charles P. Rice Survey, Abstract No. 771 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being all of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), all of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T., a part of a called 62.140 acre tract of land, described as Tract 2, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T., a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., a part of a called 8.37 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE North 89° 24' 36" East, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. South 89° 32' 47" East, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. South 57° 30' 33" East, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. South 21° 55' 03" East, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears North 06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. South 06° 56' 20" East, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. South 89° 54' 49" East, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. South 08° 33' 37" West, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. South 07° 30' 31" West, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. South 69° 28' 40" West, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears North 00° 03' 23" East, a distance of 1.47 feet;
2. North 89° 55' 09" West, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE South 00° 17' 13" East, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE South 88° 21' 21" East, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears South 88° 21' 21" East, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. South 00° 30' 04" West, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. South 54° 14' 21" West, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. South 00° 38' 08" East, a distance of 1641.53 feet to a capped iron rod found for corner in a South line of said 111.844 acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE North 89° 47' 43" West, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;

THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. South 06° 02' 26" West, a distance of 53.86 feet to a capped iron rod found for corner;
2. South 19° 07' 11" West, a distance of 64.03 feet to a capped iron rod found for corner;
3. South 33° 39' 52" East, a distance of 58.70 feet to a capped iron rod found for corner;
4. South 48° 50' 02" West, a distance of 49.50 feet to a capped iron rod found for corner;
5. South 61° 18' 45" East, a distance of 140.62 feet to a capped iron rod found for corner;
6. South 21° 47' 28" West, a distance of 37.63 feet to a capped iron rod found for corner;
7. South 41° 58' 57" West, a distance of 62.56 feet to a capped iron rod found for corner;
8. South 05° 20' 22" West, a distance of 100.51 feet to a capped iron rod found for corner;
9. South 17° 57' 34" West, a distance of 83.17 feet to a capped iron rod found for corner;
10. South 26° 30' 46" West, a distance of 72.88 feet to a capped iron rod found for corner;
11. South 06° 00' 09" West, a distance of 44.42 feet to a capped iron rod found for corner;
12. South 40°01'05" West, a distance of 76.01 feet to a capped iron rod found for corner;
13. South 13° 40' 20” West, a distance of 59.01 feet to a capped iron rod found for corner, in the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, O.P.R.C.C.T.;

With said right-of-way and a tangent curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04° 26' 51" and a chord which bears, South 82° 50' 06" West, a distance of 366.33 feet to a point of tangency, in the East line of a called 28.731 acre tract of land, conveyed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, O.P.R.C.C.T.;

THENCE North 00°43'46"W, with the East line of said 28.731 acre tract of land, a distance of 796.73 feet to a capped iron rod found for the Northeast corner of said 28.731 acre tract of land;

THENCE North 89°47'43"W, with the North line of said 28.731 acre tract of land, a distance of 495.46 feet to a capped iron rod found for corner, same being the Southeast corner of a 7.00 acre remainder of said 118.904 acre tract of land, conveyed to CCD-COIT Land, LLC, recorded in Instrument No. 20210430000881680, O.P.R.C.C.T.;

THENCE with the East line of said 7.00 acre remainder tract and the West line of said 118.904 acre tract, the following Three (3) courses:

1. North 00° 49' 50" West, a distance of 170.95 feet to a capped iron rod found for corner;
2. North 19° 53' 53" West, a distance of 572.39 feet to a capped iron rod found for corner;
3. North 00° 21' 18" West, a distance of 135.00 feet to the Northeast corner of said 7.00 acre tract;

THENCE West, with the North line of said 7.00 acre tract, a distance of 268.68 feet, from which a 1/2-inch capped iron rod stamped "RPLS 4613" found at the Northeast corner of a called 25.000 acre tract of land, conveyed to Balaji Texas Properties, LLC, recorded in Instrument No. 20160610000729930, O.P.R.C.C.T., and the common Southeast corner of a called 28.006 acre tract of land, conveyed to Celina Progressive Associates LLC, recorded in Instrument No. 20191213001588210, O.P.R.C.C.T., bears South 89° 45' 52" West, a distance of 50.00 feet;

THENCE North 01° 18' 07" West, with the West line of said 111.844 acre tract and the common East line of said 28.006 acre tract, passing a Mag nail found in the West line of said 111.844 acre tract, in the right of way of County Road 87 (Variable Width right-of-way), a distance of 629.33 feet, continuing for a total distance of 1790.41 feet to a Mag nail found at the Northwest corner of said 111.844 acre tract of land, in the common South line of said 37.695 acre tract of land, in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract, and the common East line of said 41.549 acre tract;

THENCE North 00° 41' 13" West, with the East line of said 41.585 acre tract, a distance of 1646.29 feet to the **POINT OF BEGINNING** and containing 245.241 acres and 10,682,708 sq. ft. of land, more or less.

APPENDIX C-2

LEGAL DESCRIPTION – MAJOR IMPROVEMENT AREA

(CONSISTING OF A 33.880 ACRE TRACT, A 33.364 ACRE TRACT, AND A 24.976 ACRE TRACT)

LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;

2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;

3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;

4. North 22° 42' 33" East, a distance of 149.29 feet;

5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of 08° 56' 56", a radius of 740.00 feet and a chord that bears North 32° 27' 36" East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North 69° 16' 57" West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;

2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;

3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;

4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;

5. South 60° 17' 09" West, a distance of 14.82 feet;

6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;

7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;

8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;

9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;

10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;

11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;

12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;

14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;

16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;

17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;

18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;

19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;

20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;

21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;

22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;

23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

24. North 01° 18' 07" West, a distance of 634.58 feet;

25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;

26**.** With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

Legal Description

BEING all that certain tract of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, and being a part of a called 103.44 acre tract of land called Fifth Tract described in the deed to Albertie Malone, recorded in Volume 423, Page 402, Deed of Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for the Southwest corner of said 103.44 acre tract of land, from which a ¼-inch iron rod found for an angle point on a tract of land called 44.25 acres in deed to Celina Independent School District, recorded in Instrument No. 20190923311759l0, Official Public Records of Collin County, Texas, bears S00°41'13"E, a distance of 30.00 feet;

THENCE N00°41'13"W, with the West line of said 103.44 acre tract of land, same being the Easterly line of a tract of land called 41.549 acre tract of land conveyed to Joseph A. Miller, recorded in Instrument No. 20160506000552620, Official Public Records of Collin County, Texas, a distance of 842.05 feet to a capped iron rod set;

THENCE severing said 103.44 acre tract of land following Nine (9) courses:

1. N89°46'08"E, a distance of 1292.70 feet to a capped iron rod set;

2. S69°16'57"E, a distance of 236.91 feet to a capped iron rod set;

3. Along a curve to the right, having a radius of 740.00 feet, an arc length of 115.58 feet, a delta angle of 08°56'56", and a chord which bears S32°27'36"W a distance of 115.46 feet to a capped iron set for a point of tangency;

4. S36°56'04"W, a distance of 200.15 feet to a capped iron rod set for a point of curvature;

5. Along a curve to the right, having a radius of 860.00 feet, an arc length of 196.82 feet, a delta angle of 13°06'46", and a chord which bears S30°22'42"W a distance of 196.39 feet to a capped iron set for a point of tangency;

6. S22°42'33"W, a distance of 149.29 feet to a capped iron rod set for a point of curvature;

7. Along a curve to the left, having a radius of 870.00 feet, an arc length of 132.08 feet, a delta angle of 08°41'54", and a chord which bears S09°35'39"W a distance of 131.95 feet to a capped iron set for a point of curvature;

8. Along a curve to the right, having a radius of 50.00 feet, an arc length of 37.43 feet, a delta angle of 42°53'15", and a chord which bears S26°41'20"W a distance of 36.56 feet to a capped iron set for a point of curvature;

9. Along a curve to the right, having a radius of 138.00 feet, an arc length of 100.73 feet, a delta angle of 41°49'17", and a chord which bears S69°02'35"W a distance of 98.51 feet to a capped iron set for a point of tangency;

THENCE S89°57'13"W, along the Southerly line of said 103.44 acre tract of land, also being the Northerly line of County Road 90, a distance of 1034.60 feet to the POINT OF BEGINNING containing 24.976 acres of land, more or less.

APPENDIX C-3
LEGAL DESCRIPTION – IMPROVEMENT AREA #1
(CONSISTING OF AN 80.472 ACRE TRACT, AND A 72.566 ACRE TRACT)

LEGAL DESCRIPTION

Being a 87.472 tract of parcel of land situated in Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, a part of a called 8.37 acre tract of land described in the deed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, said Official Public Records, and a part of a called 7.00 acre tract of land described in the deed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a Mag Nail found for corner the northwest corner of said 111.844 acre tract, and the Northeast corner of a called 44.25 acre tract of land described in the deed to Celina Independent School District, as recorded in Instrument No. 2019092331175910, Official Public Records of Collin County, Texas;

THENCE S89°55'09"E, with the north line of said 111.844 acre tract, a distance of 84.82 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint set (herein referred to as capped iron rod set) for corner in the north line of said 111.844-acre tract and for the Northernmost Northeast corner of the tract being described herein, and at the beginning of a non-tangential curve to the right;

THENCE severing said 111.844-acre tract of land, the following Twenty-Five (25) courses:

1. With said non-tangential curve to the right having a radius of 96.50 feet, a delta angle of 24°21'34", an arc length of 41.03 feet, a chord bearing of S12°16'58" W, and chord distance of 40.72 feet to a capped iron rod set at the beginning of a reverse curve;

2. With said reverse curve having a radius of 150.00 feet, a delta angle of 25°45'51", an arc length of 67.45 feet, a chord bearing of S11°34'49" W, and chord distance of 66.88 feet to a capped iron rod set;

3. S01°18'07"E, a distance of 740.22 feet to a capped iron rod set for corner;

4. S45°36'38"E, a distance of 14.31 feet to a capped iron rod set for corner;

5. S89°55'09"E, a distance of 140.22 feet to a capped iron rod set for corner;

6. N45°04'51"E, a distance of 14.14 feet to a capped iron rod set for corner;

7. S89°45'52"E, a distance of 50.00 feet to a capped iron rod set for corner;

8. N00°04'51"E, a distance of 110.14 feet to a capped iron rod set for corner;

9. S89°55'09"E, a distance of 133.92 feet to a capped iron rod set for corner;

10. N80°05'21"E, a distance of 60.92 feet to a capped iron rod set for corner;

11. S89°55'09"E, a distance of 247.47 feet to a capped iron rod set for corner;

12. S00°04'51"W, a distance of 468.40 feet to a capped iron rod set for corner;

13. S89°55'09"E, a distance of 120.00 feet to a capped iron rod set for corner;

14. N00°04'50"E, a distance of 34.38 feet to a capped iron rod set for corner;

15. S89°55'09"E, a distance of 50.00 feet to a capped iron rod set for corner;

16. N00°04'51"E, a distance of 108.58 feet to a capped iron rod set for corner;

17. N74°09'11"E, a distance of 272.85 feet to a capped iron rod set for corner;

18. S89°55'09"E, a distance of 474.28 feet to a capped iron rod set for corner;

19. S00°04'51"W, a distance of 123.96 feet to a capped iron rod set for corner and the beginning of a tangential curve to the left;

20. Along a tangential curve to the left, having a radius of 275.00 feet, and arc length of 7.77 feet, a delta angle of 01°37'10" and a chord which bears, S79°22'23"E, a distance of 7.77 feet to a 5/8-inch iron rod with aluminum cap stamped for a point of tangency;

21. N60°17'09"E, a distance of 14.82 feet to a capped iron rod set for corner;

22. S70°08'36"E, a distance of 50.01 feet to a capped iron rod set for corner;

23. S71°29'22"E, a distance of 120.00 feet to a capped iron rod set for corner;

24. N90°00'00"E, a distance of 113.13 feet to a capped iron rod set for corner;

25. S00°38'08"E, a distance of 1593.90 feet to a capped iron rod set for corner in a South line of said 111.844-acre tract, same being the North line of a called 18.68 acre tract of land described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE N89°47'43"W, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;

THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. S06°02'26"W, a distance of 53.86 feet to a capped iron rod set for corner;

2. S19°07'11"W, a distance of 64.03 feet to a capped iron rod set for corner;

3. S33°39'52"E, a distance of 58.70 feet to a capped iron rod set for corner;

4. S48°50'02"W, a distance of 49.50 feet to a capped iron rod set for corner;

5. S61°18'45"E, a distance of 140.62 feet to a capped iron rod set for corner;

6. S21°47'28"W, a distance of 37.63 feet to a capped iron rod set for corner;

7. S41°58'57"W, a distance of 62.56 feet to a capped iron rod set for corner;

8. S05°20'22"W, a distance of 100.51 feet to a capped iron rod set for corner;

9. S17°57'34"W, a distance of 83.17 feet to a capped iron rod set for corner;

10. S26°30'46"W, a distance of 72.88 feet to a capped iron rod set for corner;

11. S06°00'09"W, a distance of 44.42 feet to a capped iron rod set for corner;

12. S40°01'05"W, a distance of 76.01 feet to a capped iron rod set for corner;

13. S13°40'20" W, a distance of 59.01 feet to a capped iron rod set for corner and the beginning of a tangential curve to the right same being the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, Official Public Records of Collin County, Texas;

THENCE Along said right-of-way and said tangential curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04°26'51" and a chord which bears, S82°50'06"W, a distance of 366.33 feet to a point of tangency;

THENCE N00°43'46"W, a distance of 796.73 feet to a capped iron rod set for corner;

THENCE N89°47'43"W, a distance of 943.13 feet to a Mag Nail found for corner in the Southwest corner of said 111.844 acre tract, same being the southeast corner of a called 25.00 acre tract of land described in deed to Balaji Texas properties, LLC, as recorded in Instrument No. 20160610000729930, Official Public Records, Collin County, Texas;

THENCE N01°18'07"W, a distance of 2633.17 feet to the **POINT OF BEGINNING** and containing 87.472 acres of land.

SAVE AND EXCEPT

A 7.00 acre remainder of a called 118.904 acre tract of land , conveyed to CCD-Coit Land, LLC, recorded in Instrument No. 202110430000881680, Official Public Records of Collin County, Texas.

Metes and Bounds:

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHARLES P. RICE SURVEY, ABSTRACT NO. 771, AND THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 62.140 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894830, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 37.695 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 BY SAID SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, AND BEING A PORTION OF THAT CERTAIN CALLED 111.844 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO VPTM CROSS CREEK LB LLC, RECORDED IN INSTRUMENT NO. 20210916001894820, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped “LANDPOINT” (hereinafter referred to as a capped iron rod) set for the beginning of a curve to the left, from which a mag nail found at the intersection of County Road 90 and County Road 87, and being the Northeast corner of that certain called 44.25 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 2019092331175910, Official Public Records, Collin County, Texas, bears N89°55'09"W, a distance of 84.82 feet**;**

THENCE an arc length of 38.85 feet along said curve to the left, having a radius of 96.50 feet, a central angle of 23°03'51", and a long chord which bears N11°25'45"W, a chord distance of 38.58 feet to a capped iron rod set for a point of reverse curve;

THENCE an arc length of 80.00 feet along a curve to the right, having a radius of 150.00 feet, a central angle of 30°33'26", and a long chord which bears N07°40'57"W, a chord distance of 79.05 feet to a capped iron rod set for a point of compound curve;

THENCE an arc length of 378.92 feet along a curve to the right, having a radius of 740.00 feet, a delta angle of 29°20'18", and a long chord which bears N22°15'55"E, a chord distance of 374.79 feet to a capped iron rod set for the end of said curve;

THENCE N36°56'04"E, a distance of 200.15 feet to a capped iron rod set for the beginning of a curve to the left;

THENCE an arc length of 555.36 feet along said curve to the left, having a radius of 860.00 feet, a central angle of 37°00'00", and a long chord which bears N18°26'04"E, a chord distance of 545.76 feet to a capped iron rod set for the end of said curve;

THENCE N00°03'56"W, a distance of 231.81 feet to a mag nail with washer stamped "LANDPOINT" set for corner in the westerly line of that certain called 539.914 acre tract of land described by deed to The Parks at Wilson Creek, L.P., recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, from which a mag nail found for the Northwest corner of said 62.140 acre tract of land and an angle point in the westerly line of said 539.914 acre tract of land bears N89°55'12"W, a distance of 60.00 feet;

THENCE N89°24'36"E, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

1. S89°32'47"E, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. S57°30'33"E, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. S21°55'03"E, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears N06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. S06°56'20"E, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. S89°54'49"E, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. S08°33'37"W, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;

4. S07°30'31"W, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. S69°28'40"W, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears N00°03'23"E, a distance of 1.47 feet;
2. N89°55'09"W, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE S00°17'13"E, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE S88°21'21"E, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears S88°21'21"E, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. S00°30'04"W, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. S54°14'21"W, a distance of 296.98 feet to a 1/2-inch rod found for angle point;
3. S00°38'08"E, a distance of 47.63 feet to a 1/2-inch rod found for corner;

THENCE severing said 111.844 acre tract of land, the following Seven (7) courses and distances:

1. S89°50'16"W, a distance of 112.18 feet to a capped iron rod set for corner;
2. N71°29'22"W, a distance of 121.00 feet to a capped iron rod set for corner;
3. N70°08'36"W, a distance of 50.01 feet to a capped iron rod set for corner, and being the beginning of a curve to the right;
4. an arc length of 133.70 feet with said curve to the right, having a radius of 525.00 feet, a central angle of 14°35'28", and a long chord which bears N25°56'04"E, a chord distance of 133.34 feet to a capped iron rod set for a point of tangency;
5. N33°13'48"E, a distance of 123.23 feet to a capped iron rod set for the beginning of a curve to the left;
6. an arc length of 274.82 feet along said curve to the left, having a radius of 475.00 feet, a central angle of 33°08'57", and a long chord which bears N16°39'19"E, a chord distance of 271.00 feet to a capped iron rod set for a point of tangency;

7. N00°04'51"E, a distance of 505.11 feet to a capped iron rod set for an interior ell corner, being in the South line of said 62.140 acre tract of land and the North line of said 111.844 acre tract of land;

THENCE N89°55'09"W, with the South line of said 62.140 acre tract of land and the North line of said 62.140 acre tract of land, a distance of 1,775.23 feet to the **POINT OF BEGINNING** and containing 72.566 acres of land, more or less**.**

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

LANDPOINT

LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;

2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;

3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;

4. North 22° 42' 33" East, a distance of 149.29 feet;

5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of 08° 56' 56", a radius of 740.00 feet and a chord that bears North 32° 27' 36" East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North 69° 16' 57" West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

LANDPOINT

LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;

2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;

3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;

4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;

5. South 60° 17' 09" West, a distance of 14.82 feet;

6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;

7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;

8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;

9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;

10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;

11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;

12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;

14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;

16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;

17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;

18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;

19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;

20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;

21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;

22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;

23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

24. North 01° 18' 07" West, a distance of 634.58 feet;

25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;

26**.** With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

APPENDIX C-4
LEGAL DESCRIPTION – IMPROVEMENT AREA #2

LANDPOINT

LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;

2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;

3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;

4. North 22° 42' 33" East, a distance of 149.29 feet;

5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of 08° 56' 56", a radius of 740.00 feet and a chord that bears North 32° 27' 36" East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North 69° 16' 57" West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

LANDPOINT

LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;

2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;

3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;

4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;

5. South 60° 17' 09" West, a distance of 14.82 feet;

6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;

7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;

8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;

9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;

10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;

11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;

12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;

14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;

16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;

17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;

18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;

19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;

20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;

21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;

22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;

23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

24. North 01° 18' 07" West, a distance of 634.58 feet;

25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;

26**.** With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

APPENDIX C-5
LEGAL DESCRIPTION – PHASE #3

LANDPOINT

LEGAL DESCRIPTION

Being a 33.880 acre tract or parcel of land situated in the Charles P. Rice Survey, Abstract No. 771, Collin County, Texas, being a part of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE South 00° 03' 56" East, a distance of 231.81 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod found);

With a curve to the right, having an arc length of 555.36 feet, a central angle of 37° 00' 00", a radius of 860.00 feet and a chord that bears South 18° 26' 04" West, a distance of 545.76 feet to a capped iron rod found;

THENCE South 36° 56' 04" West, a distance of 200.15 feet to a capped iron rod found;

With a curve to the left, having an arc length of 378.92 feet, a central angle of 29° 20' 18", a radius of 740.00 feet and a chord that bears South 22° 15' 55" West, a distance of 374.79 feet to a capped iron rod found;

With a non-tangent curve to the left, having an arc length of 80.00 feet, a central angle of 30° 33' 26", a radius of 150.00 feet and a chord that bears South 07° 40' 57" East, a distance of 79.05 feet to a capped iron rod found;

With a non-tangent curve to the right, having an arc length of 38.85 feet, a central angle of 23° 03' 51", a radius of 96.50 feet and a chord that bears South 11° 25' 45" East, a distance of 38.58 feet to a capped iron rod found in the South line of said 37.695 acre tract of land;

THENCE North 89° 55' 09" West, with the South line of said 37.695 acre tract of land, a distance of 84.82 feet to a Mag nail found at the Northwest corner of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., in the common South line of said 37.695 acre tract of land, and in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract of land, a distance of 30.00 feet to the Southwest corner of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T.;

THENCE North 89° 57' 13" East, with the South line of said 24.976 acre tract of land, a distance of 1034.60 feet to the East line of said 24.976 acre tract of land;

THENCE with the East line of said 24.976 acre tract the following Seven (7) courses and distances:

1. With a curve to the left, having an arc length of 100.73 feet, a central angle of 41° 49' 17", a radius of 138.00 feet and a chord that bears North 69° 02' 35" East, a distance of 98.51 feet;

2. With a non-tangent curve to the left, with said common line, having an arc length of 37.43 feet, a central angle of 42° 53' 15", a radius of 50.00 feet and a chord that bears North 26° 41' 20" East, a distance of 36.56 feet;

3. With a non-tangent curve to the right, with said common line, having an arc length of 132.08 feet, a central angle of 08° 41' 54", a radius of 870.00 feet and a chord that bears North 09° 35' 39" East, a distance of 131.95 feet to a point at the end of said curve;

4. North 22° 42' 33" East, a distance of 149.29 feet;

5. With a non-tangent curve to the right, having an arc length of 196.82 feet, a central angle of 13° 06' 46", a radius of 860.00 feet and a chord that bears North 30° 22' 42" East, a distance of 196.39 feet;
6. North 36° 56' 04" East, a distance of 200.15 feet;

7. With a curve to the left, having an arc length of 115.58 feet, a central angle of 08° 56' 56", a radius of 740.00 feet and a chord that bears North 32° 27' 36" East, a distance of 115.46 feet to the Northeast corner of said 24.976 acre tract;

THENCE with the North line of said 24.976 acre tract the following Two (2) courses and distances:

1. North 69° 16' 57" West, a distance of 236.91 feet;

2. South 89° 46' 08" West, a distance of 1292.70 feet to the Northwest corner of said 24.976 acre tract and an angle point in the West line of said 35.695 acre tract, in the common East line of said 41.585 acre tract;

THENCE North 00° 41' 13" West, with the West line of said 37.695 acre tract and the common East line of said 41.585 acre tract, a distance of 774.24 feet to the POINT OF BEGINNING and containing 33.880 acres and 1,475,823 sq. ft. of land, more or less.

APPENDIX C-6
LEGAL DESCRIPTION – PHASE #4

LANDPOINT

LEGAL DESCRIPTION

Being a 33.365 acre tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "LANDPOINT" found (hereinafter referred to as a capped iron rod found) in the North line of said 111.844 acre tract and the common South line of said a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T.;

THENCE South 89° 55' 09" East, with the North line of said 111.844 acre tract of land, a distance of 1775.23 feet to a capped iron rod found for corner;

THENCE over and across said 111.844 acre tract the following Twenty-Six (26) courses and distances:

1. South 00° 04' 51" West, a distance of 505.11 feet to a capped iron rod found for corner;

2. With a curve to the right, having an arc length of 274.82 feet, a central angle of 33° 08' 57", a radius of 475.00 feet and a chord that bears South 16° 39' 19" West, a distance of 271.00 feet to a capped iron rod found for corner;

3. South 33° 13' 48" West, a distance of 123.23 feet to a capped iron rod found for corner;

4. With a curve to the left, having an arc length of 133.70 feet, a central angle of 14° 35' 28", a radius of 525.00 feet and a chord that bears South 25° 56' 04" West, a distance of 133.34 feet to a capped iron rod found for corner;

5. South 60° 17' 09" West, a distance of 14.82 feet;

6. With a non-tangent curve to the left, having an arc length of 7.77 feet, a central angle of 01° 37' 10", a radius of 275.00 feet and a chord that bears North 79° 22' 23" West, a distance of 7.77 feet;

7. North 00° 04' 51" East, a distance of 123.96 feet to a capped iron rod found for corner;

8. North 89° 55' 09" West, a distance of 474.28 feet to a capped iron rod found for corner;

9. South 74° 09' 11" West, a distance of 272.85 feet to a capped iron rod found for corner;

10. South 00° 04' 51" West, a distance of 108.58 feet to a capped iron rod found for corner;

11. North 89° 55' 09" West, a distance of 50.00 feet to a capped iron rod found for corner;

12. South 00° 04' 51" West, a distance of 34.38 feet to a capped iron rod found for corner;

13. North 89° 55' 09" West, a distance of 120.00 feet to a capped iron rod found for corner;

14. North 00° 04' 51" East, a distance of 447.83 feet to an angle point;

15. North 00° 04' 50" East, a distance of 20.57 feet to a capped iron rod found for corner;

16. North 89° 55' 09" West, a distance of 247.47 feet to a capped iron rod found for corner;

17. South 80° 05' 21" West, a distance of 60.92 feet to a capped iron rod found for corner;

18. North 89° 55' 09" West, a distance of 133.92 feet to a capped iron rod found for corner;

19. South 00° 04' 51" West, a distance of 110.14 feet to a capped iron rod found for corner;

20. North 89° 45' 52" West, a distance of 50.00 feet to a capped iron rod found for corner;

21. South 45° 04' 51" West, a distance of 14.14 feet to a capped iron rod found for corner;

22. North 89° 55' 09" West, a distance of 140.22 feet to a capped iron rod found for corner;

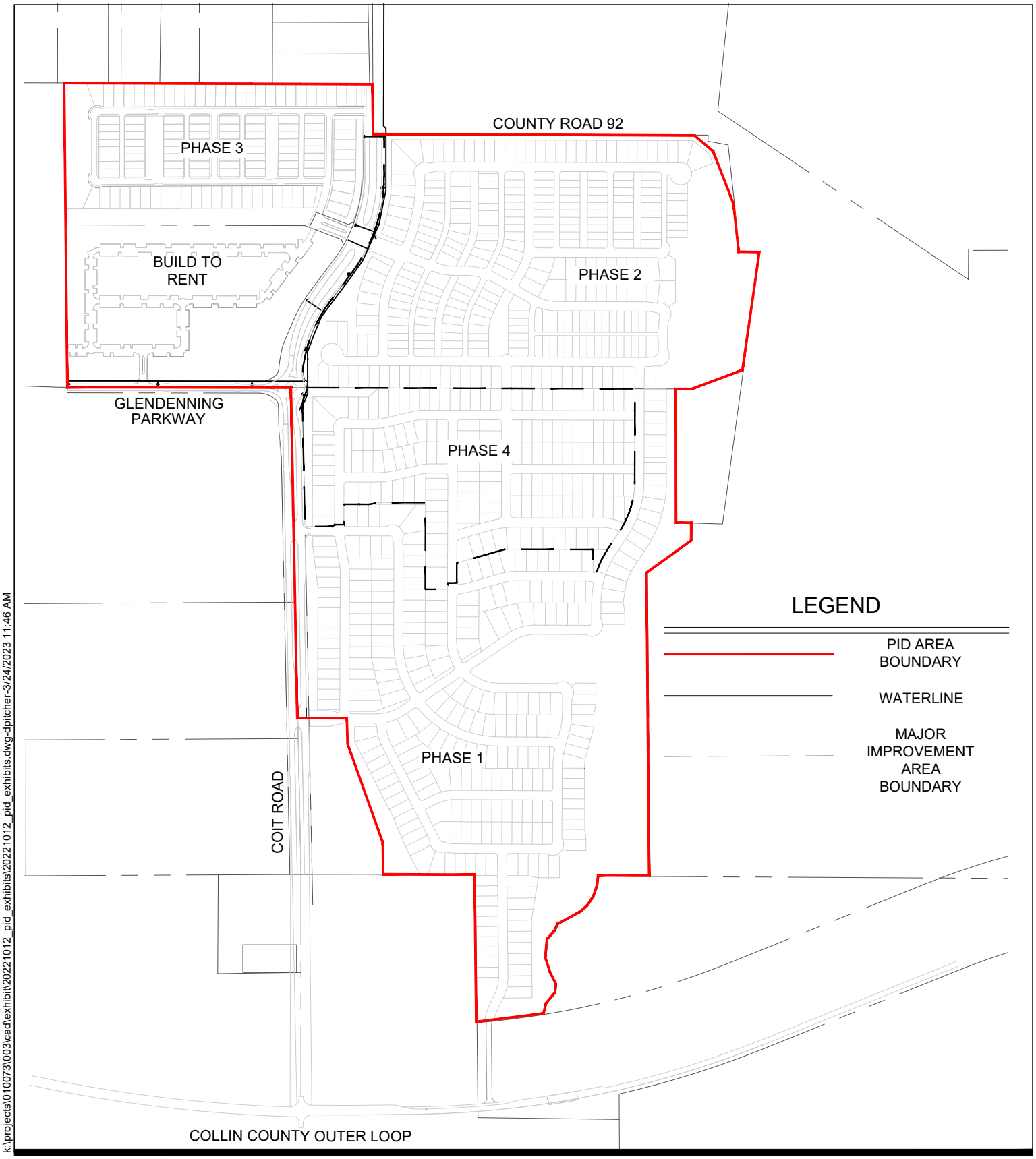
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

24. North 01° 18' 07" West, a distance of 634.58 feet;

25. With a curve to the right, having an arc length of 67.45 feet, a central angle of 25° 45' 51", a radius of 150.00 feet and a chord that bears North 11° 34' 49" East, a distance of 66.88 feet;

26**.** With a curve to the left, having an arc length of 41.03 feet, a central angle of 24° 21' 33", a radius of 96.50 feet and a chord that bears North 12° 16' 58" East, a distance of 40.72 feet to the **POINT OF BEGINNING** and containing 33.365 acres and 1,453,392 sq. ft. of land, more or less.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENT AREA WATER

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

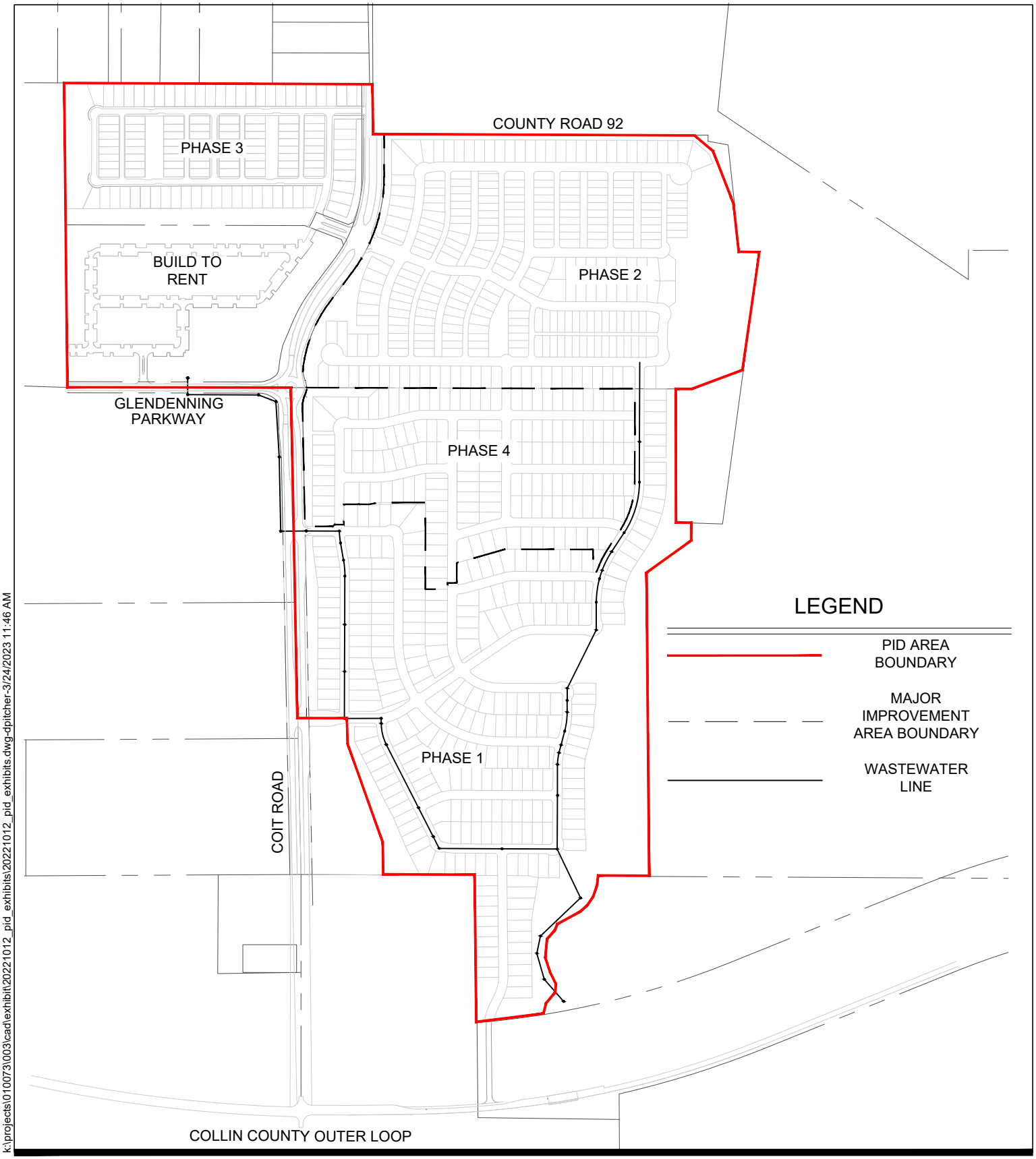
CLIENT

TAYLOR MORRISON

PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENT AREA WASTEWATER

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

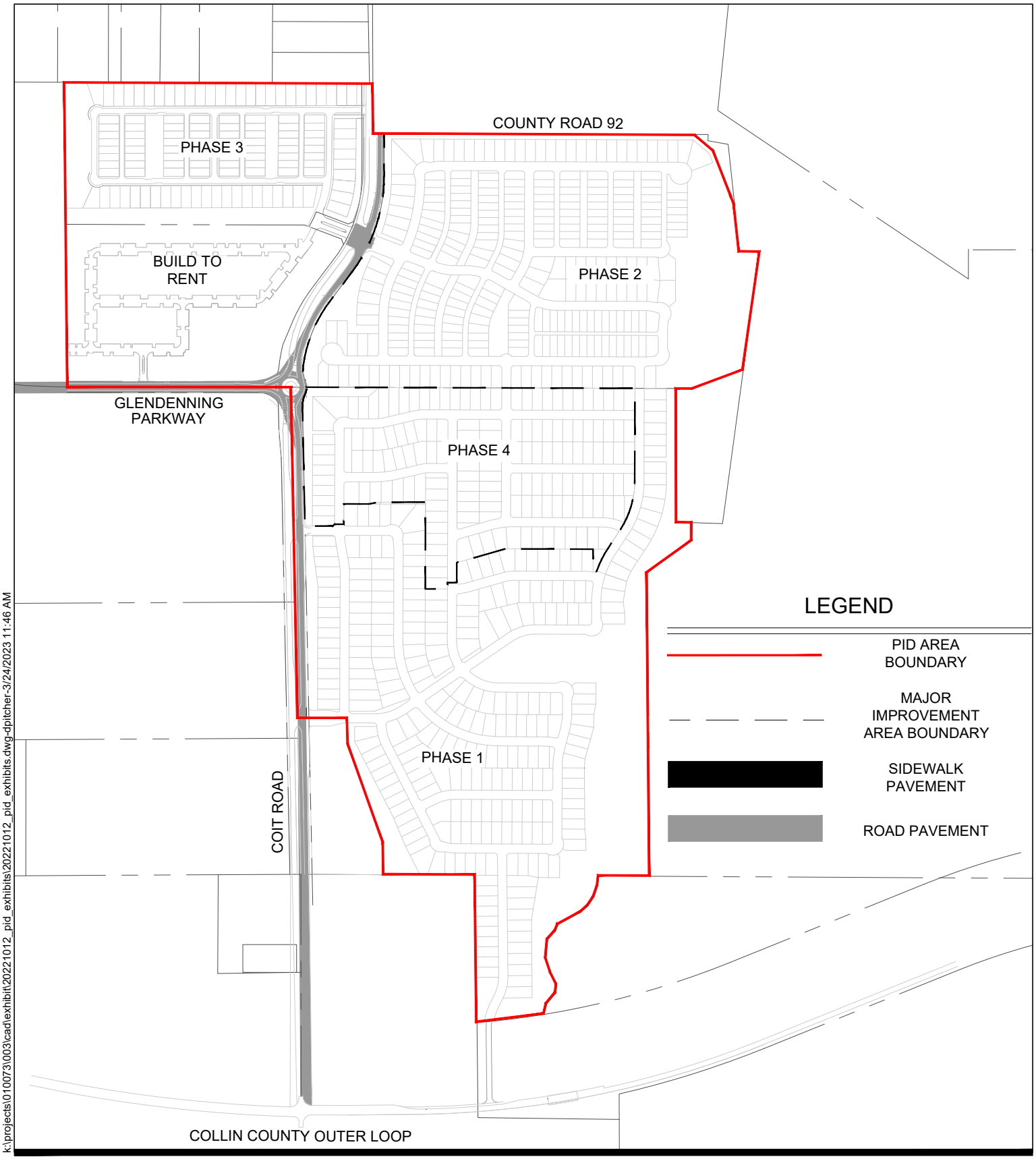
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TAYLOR MORRISON

PROJECT NUMBER:
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SHEET:

DATE:
2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENT AREA PAVING

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

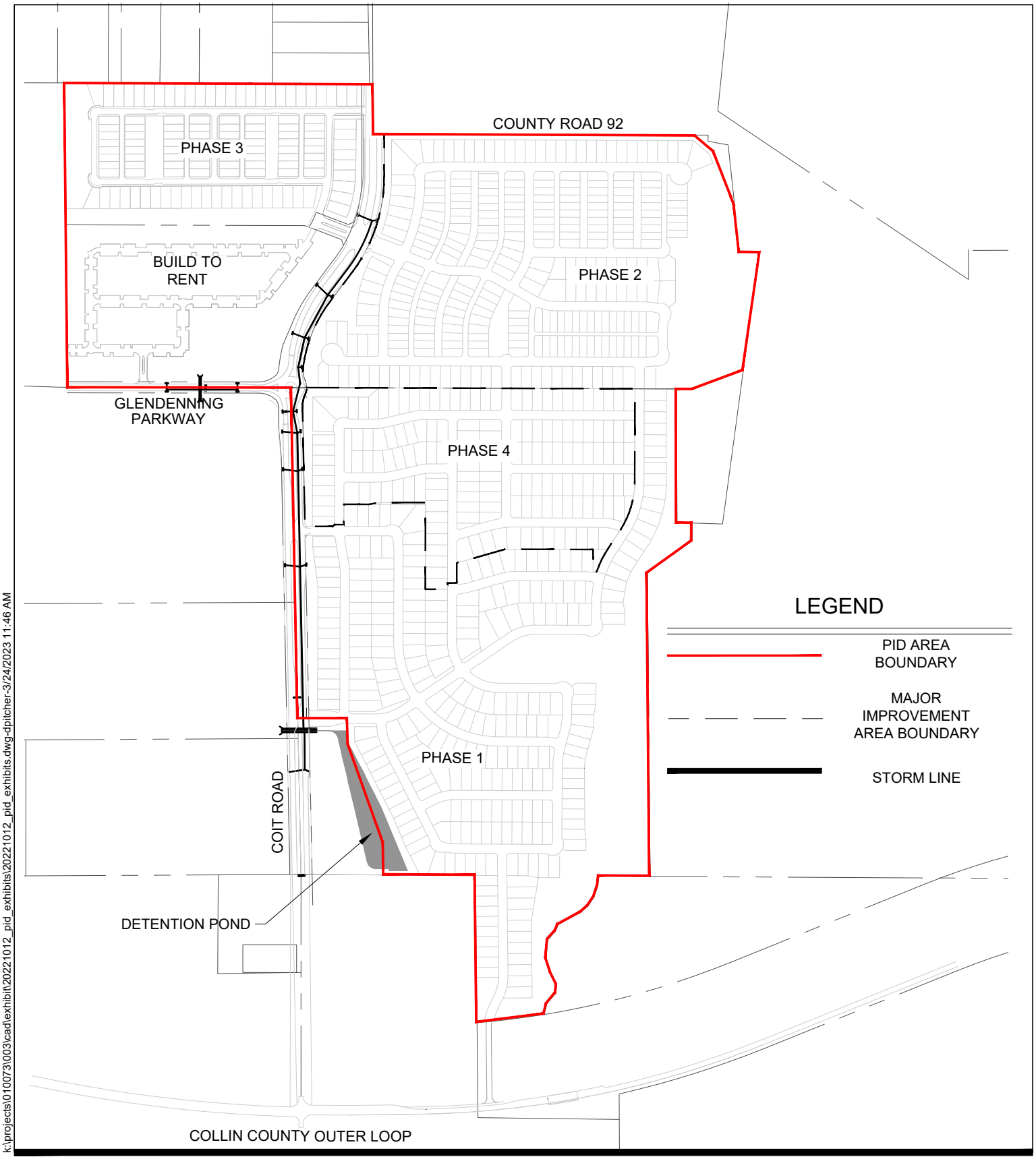
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
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TBPE #: F-20821

TITLE

MAJOR IMPROVEMENT AREA STORM

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

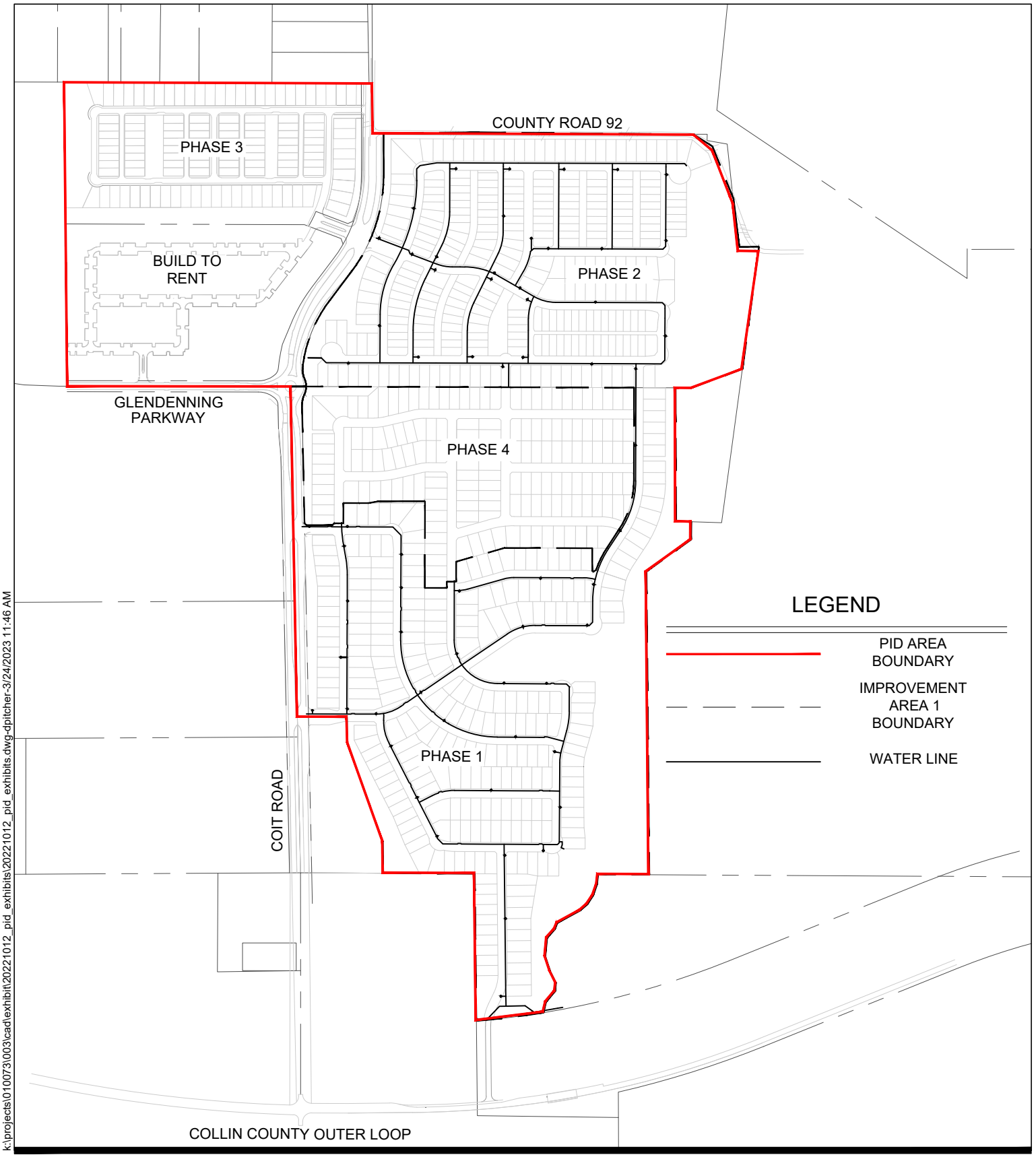
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1 WATER

PID EXHIBIT

N

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

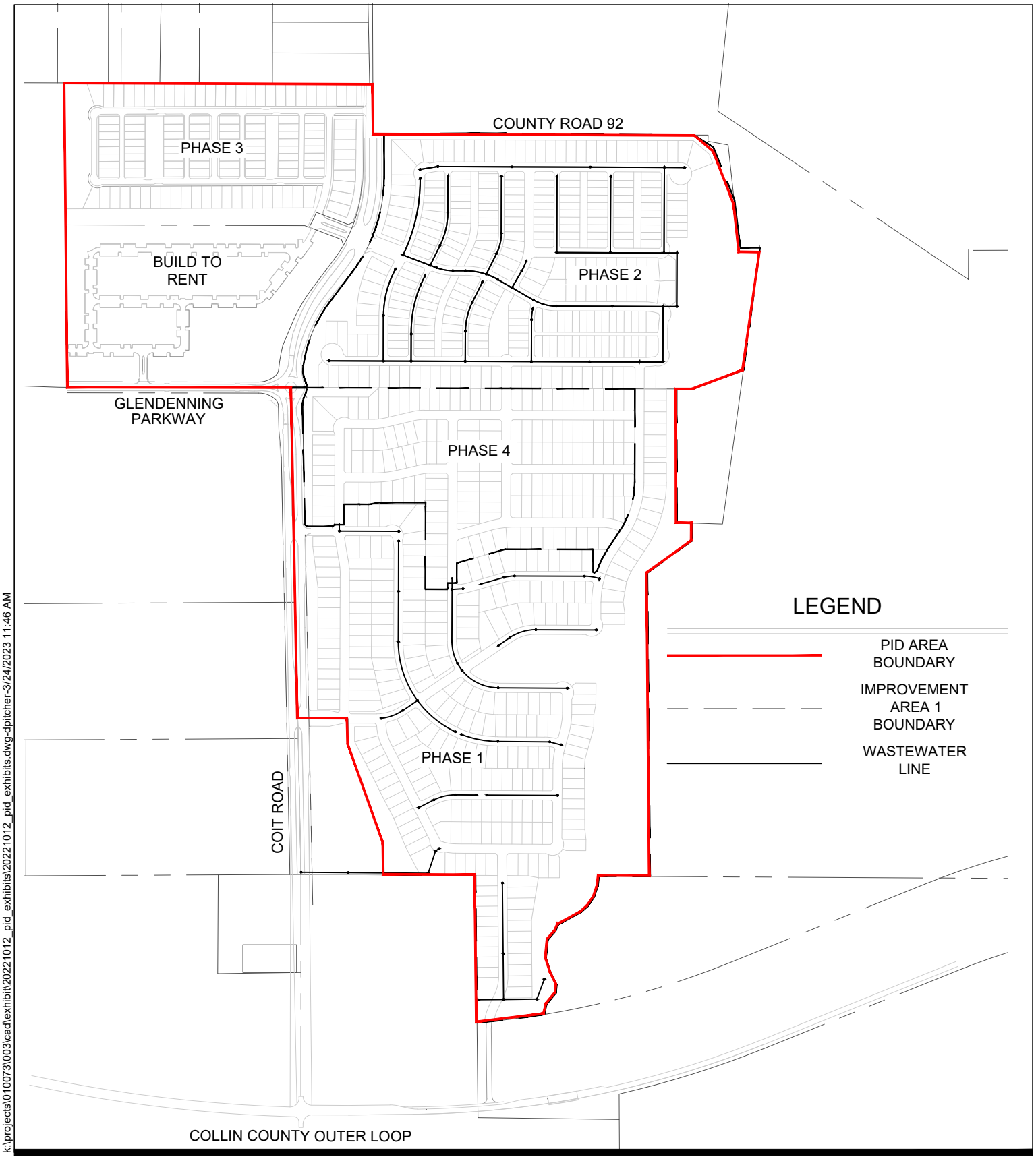
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TAYLOR MORRISON

PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1 WASTEWATER

PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

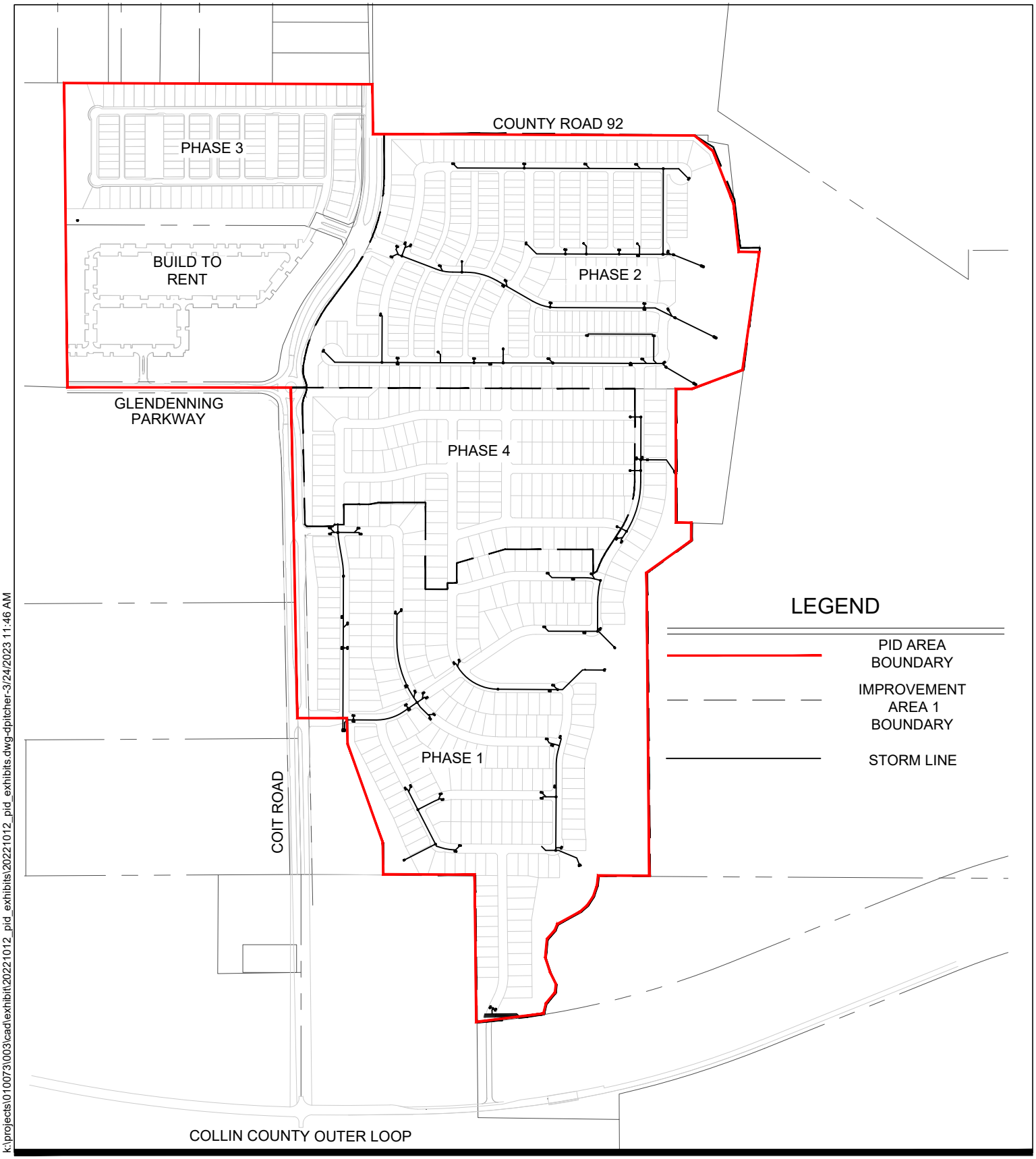
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TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1 STORM

PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

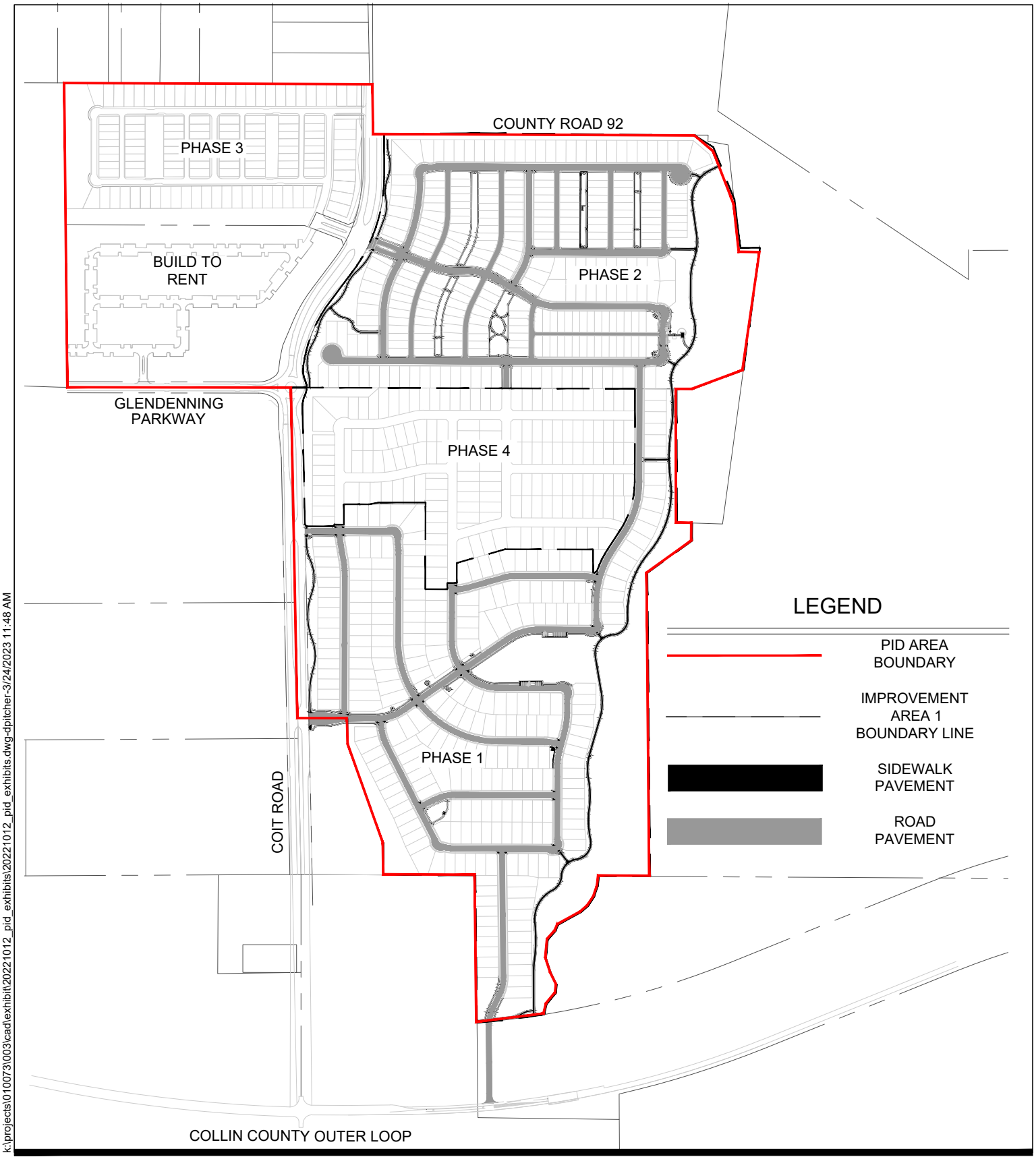
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TAYLOR MORRISON

PROJECT NUMBER:
0100073003/002/001

SHEET:

DATE:
2022/10/05



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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

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PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

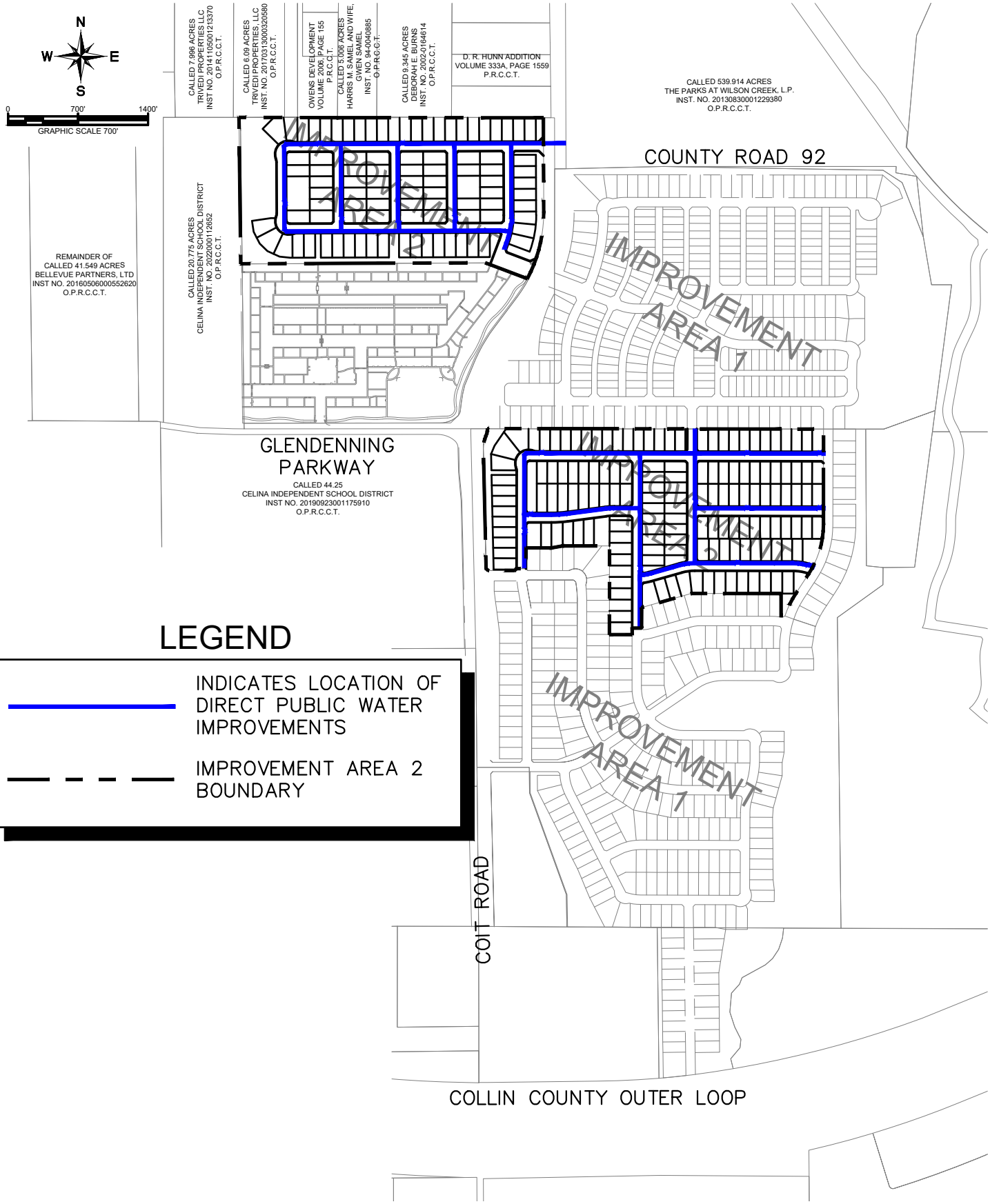
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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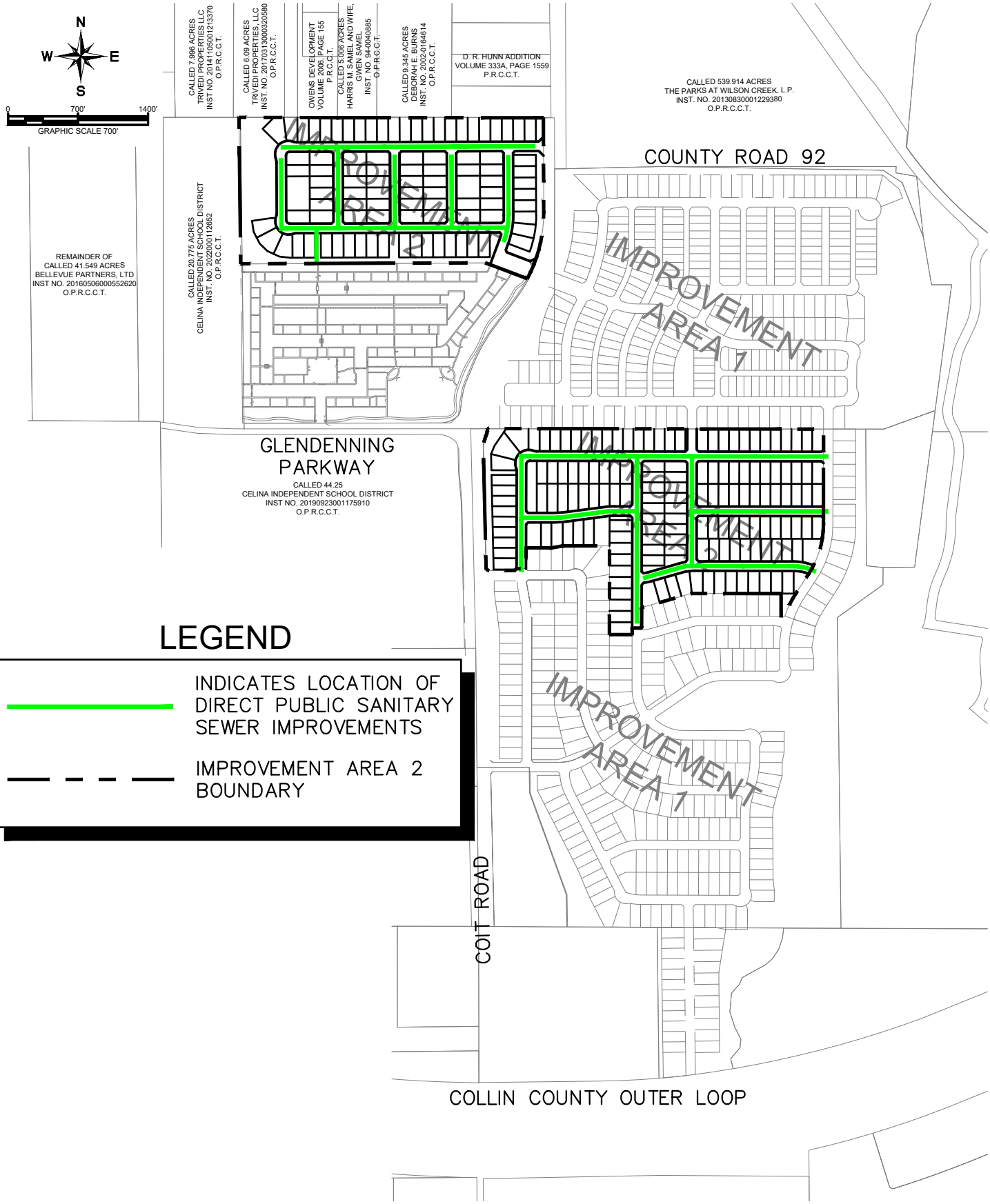
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DWG NAME
LAST SAVED

Exhibit C
Improvement Area 2 - Water

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



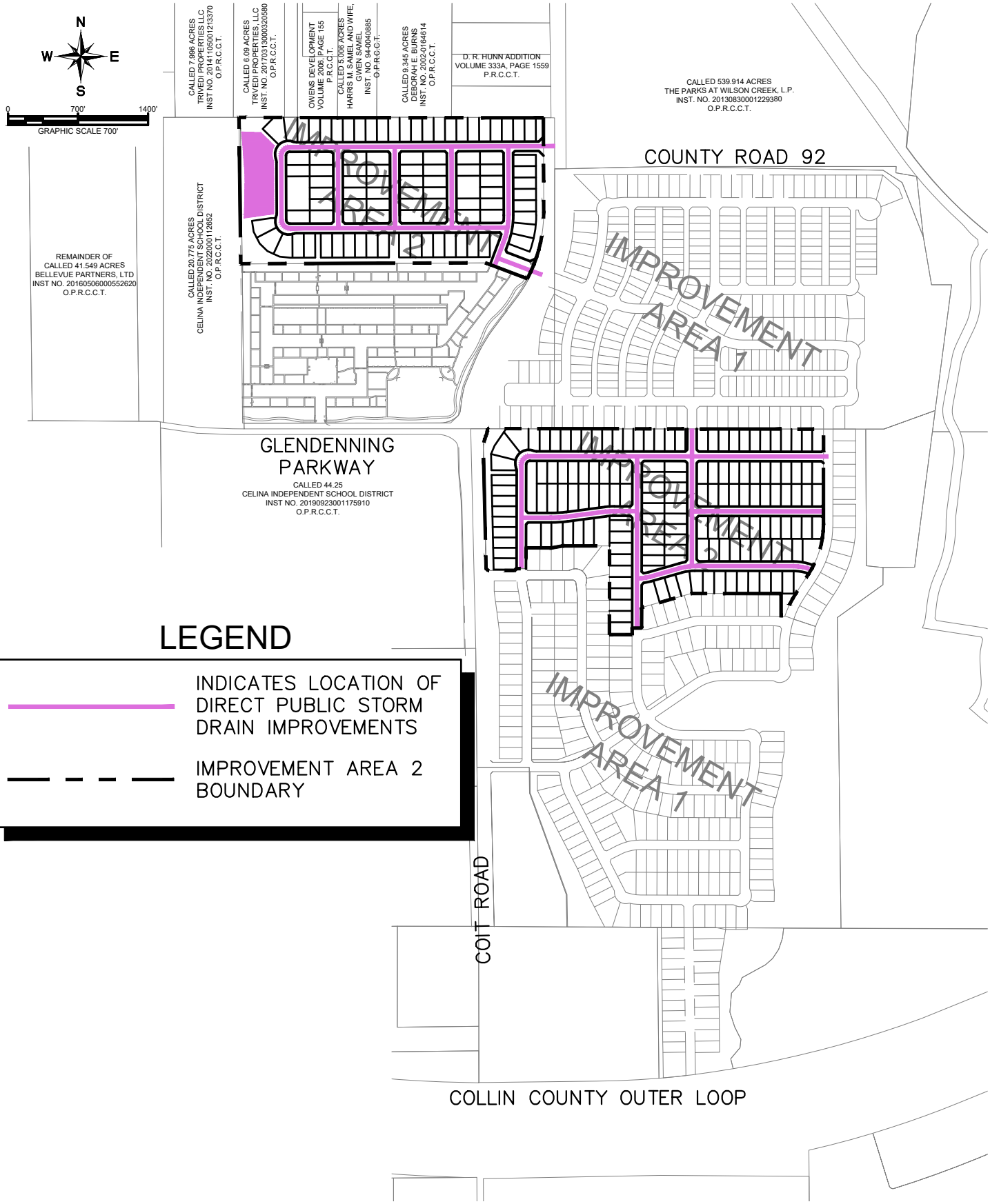
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DWG NAME
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7/3/2025 12:06 PM

Exhibit D
Improvement Area 2 - Sanitary Sewer

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC STORM DRAIN IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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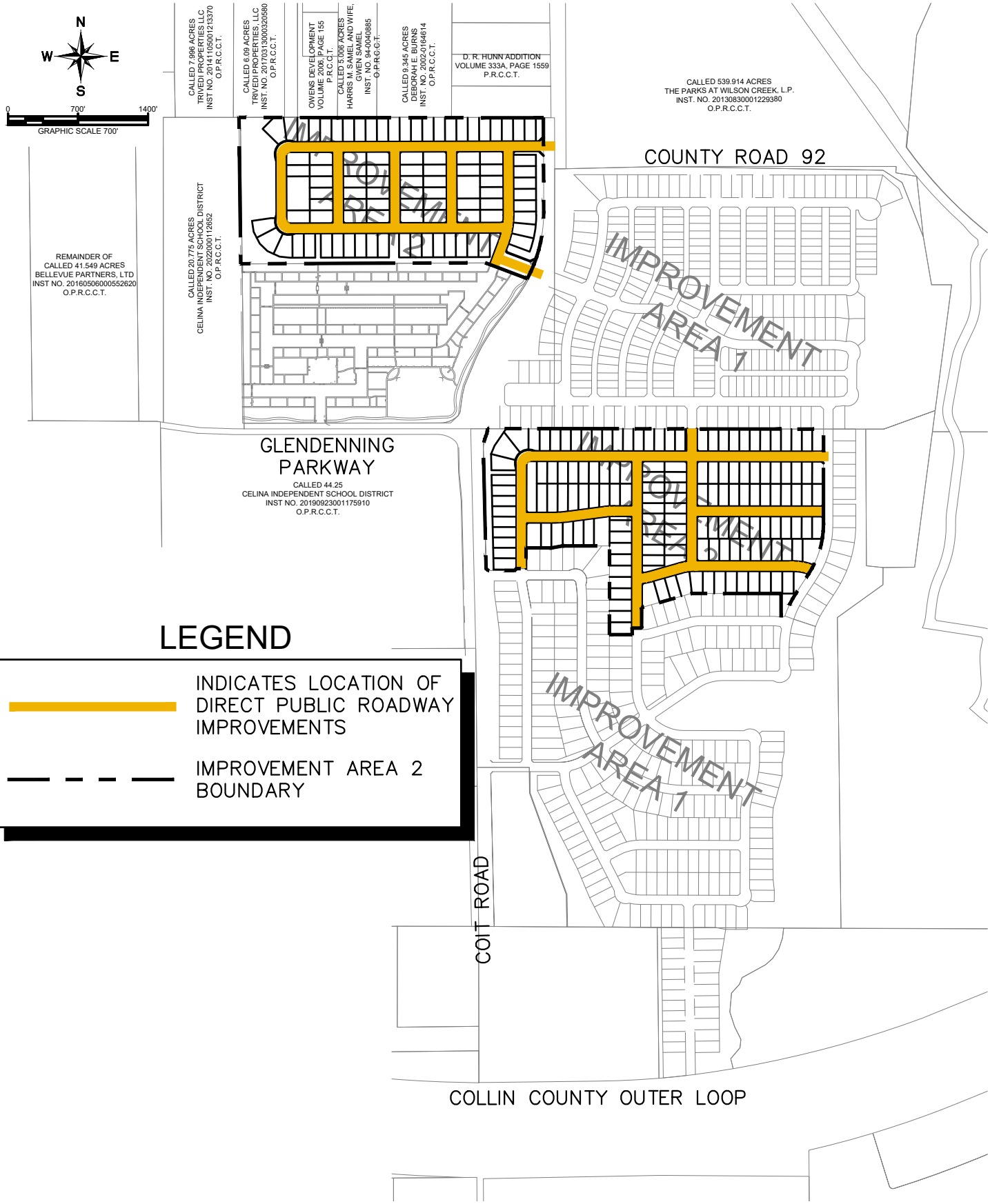
PLOTTED BY
DWG NAME
LAST SAVED

Exhibit E
Improvement Area 2 - Storm Drain

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



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DWG NAME
LAST SAVED

Exhibit F
Improvement Area 2 - Roadway

Cross Creek Meadows
Celina, Collin County, Texas
July 2025

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Cross Creek Meadows Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of four Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the Development Agreement.

"Lot Type 2" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 55 feet, provided by the Development Agreement.

"Lot Type 3" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 40 feet, provided by the Development Agreement.

"Lot Type 4" means lots identified as such on the Assessment Rolls, being build to rent (BTR) units as provided by the Development Agreement.

A) Proposed Development

Table F-A.1 shows the original proposed residential units to be developed within the PID.

Table F-A.1
Proposed Development within the PID - Original

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	191	Units
Lot Type 2 (55 Ft Lot)	385	Units
Lot Type 3 (40 Ft Lot)	247	Units
Lot Type 4 (BTR Lot)	266	Units
Total	**1,089**	**Units**

Table F-A.2 shows the updated proposed residential units to be developed within the PID.

Table F-A.2
Proposed Development within the PID – Updated 2025

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	254	Units
Lot Type 2 (55 Ft Lot)	359	Units
Lot Type 3 (40 Ft Lot)	183	Units
Lot Type 4 (BTR Lot)	266	Units
Total	**1,062**	**Units**

Table F-A.3 shows the proposed residential units within Improvement Area #1.

Table F-A.3
Proposed Development – Improvement Area #1

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	138	Units
Lot Type 2 (55 Ft Lot)	229	Units
Lot Type 3 (40 Ft Lot)	183	Units
Total	**550**	**Units**

Table F-A.4 shows the original proposed residential units within the Major Improvement Area.

Table F-A.4
Proposed Development – Major Improvement Area - Original

Lot Type	Proposed Development	
Lot Type 1 (60 Ft Lot)	53	Units
Lot Type 2 (55 Ft Lot)	156	Units
Lot Type 3 (40 Ft Lot)	64	Units
Lot Type 4 (BTR Lot)	266	Units
Total	**539**	**Units**

Table F-A.5 shows the updated proposed residential units within the Major Improvement Area.

Table F-A.5
Proposed Development – Major Improvement Area – Updated 2025

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	116	Units
Single-Family - 55 Ft	130	Units
BTR	266	Units
Total	**512**	**Units**

Table F-A.6 shows the proposed residential units within Major Improvement Area BTR Property.

Table F-A.6
Proposed Development – Major Improvement Area BTR Property

Lot Type	Proposed Development	
Lot Type 4 (BTR Lot)	266	Units
Total	**266**	**Units**

Table F-A.7 shows the proposed residential units within Improvement Area #2.

Table F-A.7
Proposed Development –Improvement Area #2

Proposed Development	Quantity	Measurement
Phase #3		
Single-Family - 60 Ft	93	Units
Phase #4		
Single-Family - 60 Ft	23	Units
Single-Family - 55 Ft	130	Units
Total	**246**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects, Major Improvement Area Projects, the Phase #3 Improvements, and the Phase #4 Improvements to be financed with (i) the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, (ii) the Major Improvement Area Bonds, and (iii) Improvement Area #2 Bonds, respectively, shall be allocated to the Improvement Area #1 Assessed Property, the Major Improvement Area Assessed Property, Phase #3 Assessed Property, and Phase #4 Assessed Property by spreading the entire Improvement Area #1 Assessment, Major Improvement Area Assessment, Phase #3 Assessment, and Phase #4 Assessment across the Parcels within Improvement Area #1, Major Improvement Area, Phase #3, and Phase #4, respectively, based on the estimated Equivalent Units and/or Improvement Area #2 Equivalent Units, as described below.

For purposes of this Service and Assessment Plan, the City Council has determined that (i) the Improvement Area #1 Assessments and Major Improvement Area Assessments shall be allocated to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type at the time the Improvement Area #1 Assessments and the Major Improvement Area Assessments were levied and (ii) the Phase #3 Assessments and the Phase #4 Assessments shall be allocated based on the average home value of each Lot Type at the time the Phase #3 Assessments and the Phase #4 Assessments were levied, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 55 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications from Lot Type 1 (60 Ft Lot) representing the highest value to Lot Type 4 (BTR Lot) representing the lowest value for residential lots are set forth in Table F-B.1 with respect to the Improvement Area #1 Assessments and Major Improvement Area Assessments and in Table F-B.2 with respect to the Phase #3 Assessments and Phase #4 Assessments. Assessments are initially allocated to each Lot Type on the basis of the average home value for each class of lots at the time the respective Assessment is levied. This is accomplished by giving each Lot Type an

Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lot) to 1.0.

Table F-B.1 shows the Equivalent Unit factors used to allocate Assessments related to Improvement Area #1 and the Major Improvement Area.

Table F-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft Lot)	$640,000	1.00	per dwelling unit
Lot Type 2 (55 Ft Lot)	$580,000	0.91	per dwelling unit
Lot Type 3 (40 Ft Lot)	$385,000	0.60	per dwelling unit
Lot Type 4 (BTR Lot)	$324,500	0.51	per dwelling unit

Table F-B.2 shows the Improvement Area #2 Equivalent Unit factors used to allocate Assessments related to Phase #3 and Phase #4.

Table F-B.2
Improvement Area #2 Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft Lot)	$695,000	1.00	per dwelling unit
Lot Type 2 (55 Ft Lot)	$595,000	0.86	per dwelling unit

The total original estimated Equivalent Units for the Major Improvement Area are shown in Table F-B.3 as calculated based on the Equivalent Unit factors shown in Table F-B.1, estimated Lot Types and number of units originally estimated to be built within the Major Improvement Area.

Table F-B.3
Estimated Equivalent Units – Major Improvement Area - Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	53	1.00	53.00
Lot Type 2 (55 Ft Lot)	156	0.91	141.96
Lot Type 3 (40 Ft Lot)	64	0.60	38.40
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	**539**		**369.02**

The total estimated Equivalent Units for Improvement Area #1 are shown in Table F-B.4 as calculated based on the Equivalent Unit factors shown in Table F-B.1, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table F-B.4
Estimated Equivalent Units – Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	138	1.00	138.00
Lot Type 2 (55 Ft Lot)	229	0.91	208.39
Lot Type 3 (40 Ft Lot)	183	0.60	109.80
Total Equivalent Units	**550**		**456.19**

The total estimated Equivalent Units for the Major Improvement Area BTR Property are shown in Table F-B.5 as calculated based on the Equivalent Unit factors shown in Table F-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area BTR Property.

Table F-B.5
Estimated Equivalent Units – Major Improvement Area BTR Property

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (BTR Lot)	266	0.51	135.66
Total Equivalent Units	**266**		**135.66**

The total estimated Improvement Area #2 Equivalent Units for Improvement Area #2 are shown in Table F-B.6 as calculated based on the Improvement Area #2 Equivalent Unit factors shown in Table F-B.2, estimated Lot Types and number of units estimated to be built within Improvement Area #2.

Table F-B.6
Estimated Equivalent Units – Improvement Area #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	116	1.00	116.00
Lot Type 2 (55 Ft Lot)	130	0.86	111.80
Total Equivalent Units	**246**		**227.80**

C) Allocation of Assessments to Lots within the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is $5,645,000. As shown in Table F-B.3, there was originally a total of 369.02 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $15,297.27.

The original Assessment per dwelling unit or acre was calculated as the product of (i) $15,297.27 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $15,297.27 (i.e. $15,297.27 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $13,920.52 (i.e. $15,297.27 x 0.91). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $9,178.36 (i.e. $15,297.27 x 0.60). The Assessment for a Lot Type 4 (BTR Lot) dwelling unit is $7,801.61 (i.e. $15,297.27 x 0.51). Table F-C.1 sets forth the original Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Table F-C.1
Assessment Per Unit – Major Improvement Area - Original

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft Lot)	53	$15,297.27	1.00	$15,297.27	per dwelling unit	$810,756
Lot Type 2 (55 Ft Lot)	156	$15,297.27	0.91	$13,920.52	per dwelling unit	$2,171,601
Lot Type 3 (40 Ft Lot)	64	$15,297.27	0.60	$9,178.36	per dwelling unit	$587,415
Lot Type 4 (BTR Lot)	266	$15,297.27	0.51	$7,801.61	per dwelling unit	$2,075,228
Total	**539**					**$5,645,000**

The total outstanding amount of the Major Improvement Area Assessments, after the payment of the Annual Installments due January 31, 2026, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is $5,391,000. See Tables F-D.2, F-D.4, F-D.6, F-G.1 and F-G.2 for the outstanding Major Improvement Area Assessment allocable to the Major Improvement Area BTR Property and the lots within Improvement Area #2.

The original projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-C.2.

Table F-C.2
Projected Leverage – Major Improvement Area - Original

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	53	$90,000	$640,000	$15,297.27	5.88	41.84
Lot Type 2 (55 Ft Lot)	156	$82,000	$580,000	$13,920.52	5.89	41.67
Lot Type 3 (40 Ft Lot)	64	$60,000	$385,000	$9,178.36	6.54	41.95
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$7,801.61	6.02	41.59

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-C.3.

Table F-C.3
Estimated Tax Rate Equivalent per unit – Major Improvement Area – Original

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft Lot)	53	$90,000	$640,000	$1,351.91	$1.50	$0.21
Lot Type 2 (55 Ft Lot)	156	$82,000	$580,000	$1,230.23	$1.50	$0.21
Lot Type 3 (40 Ft Lot)	64	$60,000	$385,000	$811.14	$1.35	$0.21
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$689.47	$1.46	$0.21

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Assessments to Lots within Major Improvement Area BTR Property

As described in Section V, the Major Improvement Area Projects are allocated to the Major Improvement Area BTR Property and Improvement Area #2. The total amount of the Major Improvement Area Bonds applicable to the Major Improvement Area BTR Property, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area BTR Property, is $2,075,228. As shown in Table F-B.5, there are a total of 135.66 estimated Equivalent Units in the Major Improvement Area BTR Property, resulting in an Assessment per Equivalent Unit of $15,297.27.

The original Assessment per dwelling unit or acre is calculated as the product of (i) $15,297.27 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (BTR Lot) dwelling unit is $7,801.61 (i.e. $15,297.27 x 0.51). Table

F-D.1 sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area BTR Property.

Table F- D.1
Assessment Per Unit – Major Improvement Area BTR Property - Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 4 (BTR Lot)	266	$15,297.27	0.51	$7,801.61 per dwelling unit	$2,075,228
Total	**266**				**$2,075,228**

The outstanding Major Improvement Assessment, after payment of the Annual Installments due January 31, 2026, allocable to the Major Improvement Area BTR Property is $1,981,852. Therefore, the outstanding Major Improvement Assessment per dwelling unit is $7,450.57. Table F-D.2 sets forth the outstanding Assessment per dwelling unit for each Lot Type in the Major Improvement Area BTR Property.

Table F- D.2
Assessment Per Unit – Major Improvement Area BTR Property - Outstanding

Type	Planned No. of Units	Assessment per Unit	Total Assessments
Lot Type 4 (BTR Lot)	266	$7,450.57 per dwelling unit	$1,981,852
Total	**266**		**$1,981,852**

The original projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F- D.3.

Table F- D.3
Projected Leverage – Major Improvement Area BTR Property - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$7,801.61	6.02	41.59

The updated projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F- D.4.

Table F- D.4
Projected Leverage – Major Improvement Area BTR Property - Outstanding

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$7,450.57	6.31	43.55

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-D.5.

Table F- D.5
Estimated Tax Rate Equivalent per unit – Major Improvement Area BTR Property - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$689.47	$1.47	$0.21

The outstanding projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-D.6.

Table F- D.6
Estimated Tax Rate Equivalent per unit – Major Improvement Area BTR Property - Outstanding

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (BTR Lot)	266	$47,000	$324,500	$688.74	$1.47	$0.21

The Assessment and Annual Installments for each Lot located within the Major Improvement Area BTR Property is attached as Appendix G-6 of the Major Improvement Area Assessment Roll, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the original total amount of the Improvement Area #1 Initial Bonds and Improvement Area #1 Reimbursement Agreement

applicable to the Improvement Area #1, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is $21,016,000. As shown in Table F-B.4, there are a total of 456.19 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $46,068.52.

The original Assessment per dwelling unit or acre is calculated as the product of (i) $46,068.52 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $46,068.52 (i.e. $46,068.52 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $41,922.36 (i.e. $46,068.52 x 0.91). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $27,641.11 (i.e. $46,068.52 x 0.60). Table F-E.1 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-E.1
Assessment Per Unit – Improvement Area #1 - Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft Lot)	138	$46,068.52	1.00	$46,068.52	per dwelling unit	$6,357,456
Lot Type 2 (55 Ft Lot)	229	$46,068.52	0.91	$41,922.36	per dwelling unit	$9,600,220
Lot Type 3 (40 Ft Lot)	183	$46,068.52	0.60	$27,641.11	per dwelling unit	$5,058,324
Total	**550**					**$21,016,000**

The total outstanding amount of the Improvement Area #1 Assessments, after the payment of the Annual Installments due January 31, 2026, which represents the total outstanding Assessment to be allocated on all Parcels within Improvement Area #1 is $19,569,000. As shown in Table F-B.4, there are a total of 456.19 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $42,896.60. The outstanding Improvement Area #1 Assessments is less than the outstanding Improvement Area #1 Bonds due to the payment of the January 31, 2026, Annual Installments. The Annual Installments due January 31, 2026, will be used to pay debt service on the Improvement Area #1 Bonds due in 2026.

The outstanding Assessment per dwelling unit or acre is calculated as the product of (i) $42,896.60 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $42,896.60 (i.e. $42,896.60 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $39,035.91 (i.e. $42,896.60 x 0.91). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $25,737.96 (i.e. $42,896.60 x 0.60).

Table F-E.1 sets forth the outstanding Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-E.2
Assessment Per Unit – Improvement Area #1 - Outstanding

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft Lot)	138	$42,896.60	1.00	$42,896.60	per dwelling unit	$5,919,731
Lot Type 2 (55 Ft Lot)	229	$42,896.60	0.91	$39,035.91	per dwelling unit	$8,939,222
Lot Type 3 (40 Ft Lot)	183	$42,896.60	0.60	$25,737.96	per dwelling unit	$4,710,047
Total	**550**					**$19,569,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-E.3

Table F-E.3
Projected Leverage – Improvement Area #1 - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	138	$90,000	$640,000	$46,068.52	1.95	13.89
Lot Type 2 (55 Ft Lot)	229	$82,000	$580,000	$41,922.36	1.96	13.84
Lot Type 3 (40 Ft Lot)	183	$60,000	$385,000	$27,641.11	2.17	13.93

The updated projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-E.4.

Table F-E.4
Projected Leverage – Improvement Area #1 - Outstanding

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lot)	138	$90,000	$640,000	$42,896.60	2.10	14.92
Lot Type 2 (55 Ft Lot)	229	$82,000	$580,000	$39,035.91	2.10	14.86
Lot Type 3 (40 Ft Lot)	183	$60,000	$385,000	$25,737.96	2.33	14.96

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-E.5.

Table F-E.5
Estimated Tax Rate Equivalent per unit – Improvement Area #1 – Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft Lot)	138	$90,000	$640,000	$3,437.66	$3.82	$0.54
Lot Type 2 (55 Ft Lot)	229	$82,000	$580,000	$3,128.27	$3.82	$0.54
Lot Type 3 (40 Ft Lot)	183	$60,000	$385,000	$2,062.59	$3.44	$0.54

The updated projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-E.6.

Table F-E.6
Estimated Tax Rate Equivalent per unit – Improvement Area #1 – Outstanding

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft Lot)	138	$90,000	$640,000	$3,432.30	$3.81	$0.54
Lot Type 2 (55 Ft Lot)	229	$82,000	$580,000	$3,123.39	$3.81	$0.54
Lot Type 3 (40 Ft Lot)	183	$60,000	$385,000	$2,059.38	$3.43	$0.53

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 shown on the Improvement Area #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

F) Allocation of Assessments to Lots within Improvement Area #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #2 Bonds applicable to Improvement Area #2, which represents the total Assessment to be allocated on all Parcels within Improvement Area #2, is $5,448,000. As shown in Table F-B.6, there are a total of 227.80 estimated Improvement Area #2 Equivalent Units in Improvement Area #2. Of the 227.80 estimated Improvement Area #2 Equivalent Units, Phase #3 consists of 93.00 estimated Improvement Area #2 Equivalent Units. The total Phase #3 Assessment is $2,229,000, resulting in an Assessment per Equivalent Unit of $23,967.74. Of the 227.80 estimated Improvement Area #2 Equivalent Units, Phase #4 consists of 134.80 estimated Improvement Area #2 Equivalent Units. The total Phase #4 Assessment is $3,219,000, resulting in an Assessment per Equivalent Unit of $23,879.82.

The Assessment per dwelling unit in Phase #3 is calculated as the product of (i) $23,967.74 multiplied by (ii) the applicable Improvement Area #2 Equivalent Unit value for each Lot Type.

For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $23,967.74 (i.e. $23,967.74 x 1.00).

The Assessment per dwelling unit in Phase #4 is calculated as the product of (i) $23,879.82 multiplied by (ii) the applicable Improvement Area #2 Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $23,879.82 (i.e. $23,879.82 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $20,536.65 (i.e. $23,879.82 x 0.86). Table F-F.1 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-F.1
Assessment Per Unit – Improvement Area #2

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Phase #3					
Lot Type 1 (60 Ft Lot)	93	$23,967.74	1.00	$23,967.74 per dwelling unit	$2,229,000
Phase #4					
Lot Type 1 (60 Ft Lot)	23	$23,879.82	1.00	$23,879.82 per dwelling unit	$549,236
Lot Type 2 (55 Ft Lot)	130	$23,879.82	0.86	$20,536.65 per dwelling unit	$2,669,764
Total	**246**				**$5,448,000**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-F.2

Table F-F.2
Projected Leverage – Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Phase #3						
Lot Type 1 (60 Ft Lot)	93	$107,600	$695,000	$23,967.74	4.49	29.00
Phase #4						
Lot Type 1 (60 Ft Lot)	23	$124,696	$695,000	$23,879.82	5.22	29.10
Lot Type 2 (55 Ft Lot)	130	$106,754	$595,000	$20,536.65	5.20	28.97

[1]Derived from the appraisal for Improvement Area #2.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-F-3.

Table F-F.3
Estimated Tax Rate Equivalent per unit – Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Phase #3						
Lot Type 1 (60 Ft Lot)	93	$107,600	$695,000	$2,187.39	$2.03	$0.31
Phase #4						
Lot Type 1 (60 Ft Lot)	23	$124,696	$695,000	$2,218.01	$1.78	$0.32
Lot Type 2 (55 Ft Lot)	130	$106,754	$595,000	$1,907.49	$1.79	$0.32

[1]Derived from the appraisal for Improvement Area #2.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 shown on the Improvement Area #2 Assessment Roll, Improvement Area #2 Assessment Roll – Phase #3, and Improvement Area #2 Assessment Roll – Phase #4, attached as Appendix I-1, Appendix I-2, and Appendix I-3, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

G) Total Assessments Per Unit in Improvement Area #2

The total Assessment per unit on parcels within Improvement Area #2 is calculated as the sum of the Assessment per unit for the Improvement Area #2 Improvements and the Major Improvement Area Projects allocated to the property within Improvement Area #2, which is part of the Major Improvement Area. For example, in Phase #3, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $38,933.27 (i.e. $23,967.74 + $14,965.53). In Phase #4, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $38,845.35 (i.e. $23,879.82 + $14,965.53), and the Assessment for a Lot Type 2 (55 Ft Lot) is $33,407.00 (i.e. $20,536.65 + $12,870.36). Table E-G.1 sets forth the total Assessment Per Unit for each Lot Type in Improvement Area #2.

Table F-G.1
Total Assessment Per Unit in Improvement Area #2

Description	Planned No. of Units	Allocable MIA Assessment	IA #2 Assessment per Unit	Assessment per Unit		Total Assessments
Phase #3						
Lot Type 1 (60 Ft Lot)	93	$14,965.53	$23,967.74	$38,933.27	per dwelling unit	$3,620,794
Phase #4						
Lot Type 1 (60 Ft Lot)	23	$14,965.53	$23,879.82	$38,845.35	per dwelling unit	$893,443
Lot Type 2 (55 Ft Lot)	130	$12,870.36	$20,536.65	$33,407.00	per dwelling unit	$4,342,910
Total	**246**					**$8,857,148**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-G.2

Table F-G.2
Projected Leverage – Total Assessment Per Unit in Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Phase #3						
Lot Type 1 (60 Ft Lot)	93	$107,600	$695,000	$38,933.27	2.76	17.85
Phase #4						
Lot Type 1 (60 Ft Lot)	23	$124,696	$695,000	$38,845.35	3.21	17.89
Lot Type 2 (55 Ft Lot)	130	$106,754	$595,000	$33,407.00	3.20	17.81

[1]Derived from the appraisal for Improvement Area #2.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-G-3.

Table F-G.3
Estimated Tax Rate Equivalent per Total Assessment per Unit in Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Phase #3						
Lot Type 1 (60 Ft Lot)	93	$107,600	$695,000	$3,570.69	$3.32	$0.51
Phase #4						
Lot Type 1 (60 Ft Lot)	23	$124,696	$695,000	$3,601.31	$2.89	$0.52
Lot Type 2 (55 Ft Lot)	130	$106,754	$595,000	$3,097.13	$2.90	$0.52

[1]Derived from the appraisal for Improvement Area #2.

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix G-1
Major Improvement Area Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**369.02**
Assessment	**$5,645,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$47,011	$0	$0	($47,011)	$0
9/1/24	$81,000	$338,478	$51,000	$28,225	$0	$498,703
9/1/25	$85,000	$334,428	$52,020	$27,820	$0	$499,268
9/1/26	$88,000	$324,178	$43,060	$27,395	$0	$482,633
9/1/27	$92,000	$325,778	$54,122	$26,955	$0	$498,854
9/1/28	$96,000	$321,178	$55,204	$26,495	$0	$498,877
9/1/29	$100,000	$316,378	$56,308	$26,015	$0	$498,701
9/1/30	$105,000	$311,378	$57,434	$25,515	$0	$499,327
9/1/31	$109,000	$306,128	$58,583	$24,990	$0	$498,700
9/1/32	$115,000	$299,451	$59,755	$24,445	$0	$498,651
9/1/33	$122,000	$292,408	$60,950	$23,870	$0	$499,227
9/1/34	$128,000	$284,935	$62,169	$23,260	$0	$498,364
9/1/35	$136,000	$277,095	$63,412	$22,620	$0	$499,127
9/1/36	$143,000	$268,765	$64,680	$21,940	$0	$498,385
9/1/37	$152,000	$260,006	$65,974	$21,225	$0	$499,205
9/1/38	$160,000	$250,696	$67,293	$20,465	$0	$498,455
9/1/39	$170,000	$240,896	$68,639	$19,665	$0	$499,201
9/1/40	$180,000	$230,484	$70,012	$18,815	$0	$499,311
9/1/41	$190,000	$219,459	$71,412	$17,915	$0	$498,786
9/1/42	$201,000	$207,821	$72,841	$16,965	$0	$498,627
9/1/43	$213,000	$195,510	$74,297	$15,960	$0	$498,767
9/1/44	$226,000	$182,464	$75,783	$14,895	$0	$499,142
9/1/45	$239,000	$168,621	$77,299	$13,765	$0	$498,685
9/1/46	$254,000	$153,983	$78,845	$12,570	$0	$499,397
9/1/47	$269,000	$138,425	$80,422	$11,300	$0	$499,147
9/1/48	$285,000	$121,949	$82,030	$9,955	$0	$498,934
9/1/49	$302,000	$104,493	$83,671	$8,530	$0	$498,693
9/1/50	$320,000	$85,995	$85,344	$7,020	$0	$498,359
9/1/51	$340,000	$66,395	$87,051	$5,420	$0	$498,866
9/1/52	$361,000	$45,570	$88,792	$3,720	$0	$499,082
9/1/53	$383,000	$23,459	$90,568	$1,915	$0	$498,942
Total	**$5,645,000**	**$6,743,810**	**$2,058,972**	**$549,645**	**($47,011)**	**$14,950,416**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Appendix G-2
Major Improvement Area Assessment Roll by Parcel
(Major Improvement Area BTR Property)

Parcel	**1011586**
Equivalent Units	**135.66**
Assessment	**$2,075,228**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$17,282	$0	$0	($17,282)	$0
9/1/24	$29,777	$124,432	$18,749	$10,376	$0	$183,334
9/1/25	$31,248	$122,943	$19,124	$10,227	$0	$183,542
9/1/26	$32,351	$119,175	$15,830	$10,071	$0	$177,427
9/1/27	$33,821	$119,763	$19,896	$9,909	$0	$183,390
9/1/28	$35,292	$118,072	$20,294	$9,740	$0	$183,398
9/1/29	$36,762	$116,307	$20,700	$9,564	$0	$183,333
9/1/30	$38,600	$114,469	$21,114	$9,380	$0	$183,564
9/1/31	$40,071	$112,539	$21,536	$9,187	$0	$183,333
9/1/32	$42,277	$110,085	$21,967	$8,987	$0	$183,315
9/1/33	$44,850	$107,496	$22,406	$8,775	$0	$183,527
9/1/34	$47,056	$104,748	$22,855	$8,551	$0	$183,210
9/1/35	$49,997	$101,866	$23,312	$8,316	$0	$183,490
9/1/36	$52,570	$98,804	$23,778	$8,066	$0	$183,218
9/1/37	$55,879	$95,584	$24,253	$7,803	$0	$183,519
9/1/38	$58,820	$92,162	$24,739	$7,523	$0	$183,243
9/1/39	$62,496	$88,559	$25,233	$7,229	$0	$183,517
9/1/40	$66,172	$84,731	$25,738	$6,917	$0	$183,558
9/1/41	$69,848	$80,678	$26,253	$6,586	$0	$183,365
9/1/42	$73,892	$76,400	$26,778	$6,237	$0	$183,306
9/1/43	$78,304	$71,874	$27,313	$5,867	$0	$183,358
9/1/44	$83,083	$67,078	$27,860	$5,476	$0	$183,496
9/1/45	$87,862	$61,989	$28,417	$5,060	$0	$183,328
9/1/46	$93,376	$56,607	$28,985	$4,621	$0	$183,590
9/1/47	$98,890	$50,888	$29,565	$4,154	$0	$183,498
9/1/48	$104,772	$44,831	$30,156	$3,660	$0	$183,419
9/1/49	$111,022	$38,414	$30,759	$3,136	$0	$183,331
9/1/50	$117,639	$31,614	$31,374	$2,581	$0	$183,208
9/1/51	$124,992	$24,408	$32,002	$1,993	$0	$183,394
9/1/52	$132,712	$16,753	$32,642	$1,368	$0	$183,474
9/1/53	$140,799	$8,624	$33,295	$704	$0	$183,422
Total	**$2,075,228**	**$2,479,175**	**$756,924**	**$202,062**	**($17,282)**	**$5,496,107**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Appendix G-3
Major Improvement Area Assessment Roll by Parcel
(Improvement Area #2 Assessed Property)

Parcel	**All Parcels**
Equivalent Units	**227.80**
Outstanding Assessment	**$3,409,148**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$29,729	$0	$0	($29,729)	$0
9/1/24	$51,223	$214,046	$29,969	$16,586	$0	$311,823
9/1/25	$53,752	$211,484	$30,569	$16,348	$0	$312,153
9/1/26	$55,649	$205,003	$27,230	$17,324	$0	$305,206
9/1/27	$58,179	$206,014	$34,225	$17,046	$0	$315,464
9/1/28	$60,708	$203,105	$34,910	$16,755	$0	$315,478
9/1/29	$63,238	$200,070	$35,608	$16,451	$0	$315,367
9/1/30	$66,400	$196,908	$36,320	$16,135	$0	$315,763
9/1/31	$68,929	$193,588	$37,047	$15,803	$0	$315,367
9/1/32	$72,723	$189,366	$37,787	$15,458	$0	$315,336
9/1/33	$77,150	$184,912	$38,543	$15,095	$0	$315,700
9/1/34	$80,944	$180,187	$39,314	$14,709	$0	$315,154
9/1/35	$86,003	$175,229	$40,100	$14,304	$0	$315,637
9/1/36	$90,430	$169,961	$40,902	$13,874	$0	$315,168
9/1/37	$96,121	$164,422	$41,720	$13,422	$0	$315,686
9/1/38	$101,180	$158,535	$42,555	$12,942	$0	$315,212
9/1/39	$107,504	$152,337	$43,406	$12,436	$0	$315,683
9/1/40	$113,828	$145,753	$44,274	$11,898	$0	$315,753
9/1/41	$120,152	$138,781	$45,160	$11,329	$0	$315,421
9/1/42	$127,108	$131,422	$46,063	$10,728	$0	$315,320
9/1/43	$134,696	$123,636	$46,984	$10,093	$0	$315,409
9/1/44	$142,917	$115,386	$47,924	$9,419	$0	$315,646
9/1/45	$151,138	$106,632	$48,882	$8,705	$0	$315,357
9/1/46	$160,624	$97,375	$49,860	$7,949	$0	$315,808
9/1/47	$170,110	$87,537	$50,857	$7,146	$0	$315,649
9/1/48	$180,228	$77,118	$51,874	$6,295	$0	$315,515
9/1/49	$190,978	$66,079	$52,912	$5,394	$0	$315,363
9/1/50	$202,361	$54,381	$53,970	$4,439	$0	$315,151
9/1/51	$215,008	$41,987	$55,049	$3,427	$0	$315,472
9/1/52	$228,288	$28,817	$56,150	$2,352	$0	$315,608
9/1/53	$242,201	$14,835	$57,273	$1,211	$0	$315,520
Total	**$3,569,772**	**$4,264,634**	**$1,297,438**	**$345,075**	**($29,729)**	**$9,447,191**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Appendix G-4
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Single-Family - 60 Ft**
Equivalent Units	**1.00**
Outstanding Assessment	**$14,965.53**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$127	$0	$0	($127)	$0
9/1/24	$220	$917	$138	$76	$0	$1,351
9/1/25	$230	$906	$141	$75	$0	$1,353
9/1/26	$238	$878	$117	$74	$0	$1,308
9/1/27	$255	$904	$150	$75	$0	$1,385
9/1/28	$266	$892	$153	$74	$0	$1,385
9/1/29	$278	$878	$156	$72	$0	$1,384
9/1/30	$291	$864	$159	$71	$0	$1,386
9/1/31	$303	$850	$163	$69	$0	$1,384
9/1/32	$319	$831	$166	$68	$0	$1,384
9/1/33	$339	$812	$169	$66	$0	$1,386
9/1/34	$355	$791	$173	$65	$0	$1,383
9/1/35	$378	$769	$176	$63	$0	$1,386
9/1/36	$397	$746	$180	$61	$0	$1,384
9/1/37	$422	$722	$183	$59	$0	$1,386
9/1/38	$444	$696	$187	$57	$0	$1,384
9/1/39	$472	$669	$191	$55	$0	$1,386
9/1/40	$500	$640	$194	$52	$0	$1,386
9/1/41	$527	$609	$198	$50	$0	$1,385
9/1/42	$558	$577	$202	$47	$0	$1,384
9/1/43	$591	$543	$206	$44	$0	$1,385
9/1/44	$627	$507	$210	$41	$0	$1,386
9/1/45	$663	$468	$215	$38	$0	$1,384
9/1/46	$705	$427	$219	$35	$0	$1,386
9/1/47	$747	$384	$223	$31	$0	$1,386
9/1/48	$791	$339	$228	$28	$0	$1,385
9/1/49	$838	$290	$232	$24	$0	$1,384
9/1/50	$888	$239	$237	$19	$0	$1,383
9/1/51	$944	$184	$242	$15	$0	$1,385
9/1/52	$1,002	$127	$246	$10	$0	$1,385
9/1/53	$1,063	$65	$251	$5	$0	$1,385
Total	**$15,654**	**$18,652**	**$5,706**	**$1,520**	**($127)**	**$41,405**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Appendix G-5
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Single-Family - 55 Ft**
Equivalent Units	**0.86**
Outstanding Assessment	**$12,870.36**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$116	$0	$0	($116)	$0
9/1/24	$200	$835	$126	$70	$0	$1,230
9/1/25	$210	$825	$128	$69	$0	$1,231
9/1/26	$217	$799	$106	$68	$0	$1,190
9/1/27	$220	$778	$129	$64	$0	$1,191
9/1/28	$229	$767	$132	$63	$0	$1,191
9/1/29	$239	$755	$134	$62	$0	$1,191
9/1/30	$251	$743	$137	$61	$0	$1,192
9/1/31	$260	$731	$140	$60	$0	$1,191
9/1/32	$275	$715	$143	$58	$0	$1,190
9/1/33	$291	$698	$146	$57	$0	$1,192
9/1/34	$306	$680	$148	$56	$0	$1,190
9/1/35	$325	$662	$151	$54	$0	$1,192
9/1/36	$341	$642	$154	$52	$0	$1,190
9/1/37	$363	$621	$158	$51	$0	$1,192
9/1/38	$382	$599	$161	$49	$0	$1,190
9/1/39	$406	$575	$164	$47	$0	$1,192
9/1/40	$430	$550	$167	$45	$0	$1,192
9/1/41	$454	$524	$170	$43	$0	$1,191
9/1/42	$480	$496	$174	$41	$0	$1,190
9/1/43	$509	$467	$177	$38	$0	$1,191
9/1/44	$540	$436	$181	$36	$0	$1,192
9/1/45	$571	$403	$185	$33	$0	$1,191
9/1/46	$606	$368	$188	$30	$0	$1,192
9/1/47	$642	$330	$192	$27	$0	$1,192
9/1/48	$680	$291	$196	$24	$0	$1,191
9/1/49	$721	$249	$200	$20	$0	$1,191
9/1/50	$764	$205	$204	$17	$0	$1,190
9/1/51	$812	$159	$208	$13	$0	$1,191
9/1/52	$862	$109	$212	$9	$0	$1,191
9/1/53	$914	$56	$216	$5	$0	$1,191
Total	**$13,497**	**$16,182**	**$4,927**	**$1,319**	**($116)**	**$35,809**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

Appendix G-6
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (BTR Lot)**
Equivalent Units	**0.51**
Assessment	**$7,801.61**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$65	$0	$0	($65)	$0
9/1/24	$112	$468	$70	$39	$0	$689
9/1/25	$117	$462	$72	$38	$0	$690
9/1/26	$122	$448	$60	$38	$0	$667
9/1/27	$127	$450	$75	$37	$0	$689
9/1/28	$133	$444	$76	$37	$0	$689
9/1/29	$138	$437	$78	$36	$0	$689
9/1/30	$145	$430	$79	$35	$0	$690
9/1/31	$151	$423	$81	$35	$0	$689
9/1/32	$159	$414	$83	$34	$0	$689
9/1/33	$169	$404	$84	$33	$0	$690
9/1/34	$177	$394	$86	$32	$0	$689
9/1/35	$188	$383	$88	$31	$0	$690
9/1/36	$198	$371	$89	$30	$0	$689
9/1/37	$210	$359	$91	$29	$0	$690
9/1/38	$221	$346	$93	$28	$0	$689
9/1/39	$235	$333	$95	$27	$0	$690
9/1/40	$249	$319	$97	$26	$0	$690
9/1/41	$263	$303	$99	$25	$0	$689
9/1/42	$278	$287	$101	$23	$0	$689
9/1/43	$294	$270	$103	$22	$0	$689
9/1/44	$312	$252	$105	$21	$0	$690
9/1/45	$330	$233	$107	$19	$0	$689
9/1/46	$351	$213	$109	$17	$0	$690
9/1/47	$372	$191	$111	$16	$0	$690
9/1/48	$394	$169	$113	$14	$0	$690
9/1/49	$417	$144	$116	$12	$0	$689
9/1/50	$442	$119	$118	$10	$0	$689
9/1/51	$470	$92	$120	$7	$0	$689
9/1/52	$499	$63	$123	$5	$0	$690
9/1/53	$529	$32	$125	$3	$0	$690
Total	**$7,802**	**$9,320**	**$2,846**	**$760**	**($65)**	**$20,662**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 5.000% per annum for years 1 through 8 (2023-2030), and 6.125% per annum for years 9 through 31 (2031-2053),
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Major Improvement Area Bond proceeds.

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix H-1
Improvement Area #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**456.19**
Assessment	**$20,598,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$0	$133,256	$0	$0	$0	$0	($133,256)	$0
9/1/24	$255,000	$959,444	$38,000	$214,212	$40,800	$89,830	$0	$1,597,285
9/1/25	$267,000	$947,969	$41,000	$181,322	$41,616	$88,555	$0	$1,567,462
9/1/26	$279,000	$918,954	$149,000	$72,761	$42,448	$87,220	$0	$1,549,383
9/1/27	$293,000	$923,399	$41,000	$144,240	$68,797	$85,825	$0	$1,556,261
9/1/28	$306,000	$910,214	$43,000	$141,780	$70,173	$84,360	$0	$1,555,527
9/1/29	$321,000	$896,444	$44,000	$139,200	$71,577	$82,830	$0	$1,555,050
9/1/30	$336,000	$881,999	$48,000	$136,560	$73,008	$81,225	$0	$1,556,792
9/1/31	$352,000	$866,879	$50,000	$133,680	$74,468	$79,545	$0	$1,556,572
9/1/32	$372,000	$847,959	$52,000	$130,680	$75,958	$77,785	$0	$1,556,382
9/1/33	$392,000	$827,964	$55,000	$127,560	$77,477	$75,925	$0	$1,555,926
9/1/34	$414,000	$806,894	$58,000	$124,260	$79,026	$73,965	$0	$1,556,145
9/1/35	$438,000	$784,641	$61,000	$120,780	$80,607	$71,895	$0	$1,556,923
9/1/36	$463,000	$761,099	$65,000	$117,120	$82,219	$69,705	$0	$1,558,143
9/1/37	$489,000	$736,213	$68,000	$113,220	$83,864	$67,390	$0	$1,557,686
9/1/38	$516,000	$709,929	$72,000	$109,140	$85,541	$64,945	$0	$1,557,555
9/1/39	$546,000	$682,194	$76,000	$104,820	$87,252	$62,365	$0	$1,558,630
9/1/40	$577,000	$652,846	$81,000	$100,260	$88,997	$59,635	$0	$1,559,738
9/1/41	$609,000	$621,833	$85,000	$95,400	$90,777	$56,750	$0	$1,558,759
9/1/42	$644,000	$589,099	$90,000	$90,300	$92,592	$53,705	$0	$1,559,696
9/1/43	$681,000	$554,484	$95,000	$84,900	$94,444	$50,485	$0	$1,560,313
9/1/44	$719,000	$517,880	$101,000	$79,200	$96,333	$47,080	$0	$1,560,493
9/1/45	$761,000	$478,335	$106,000	$73,140	$98,259	$43,485	$0	$1,560,219
9/1/46	$806,000	$436,480	$113,000	$66,780	$100,225	$39,680	$0	$1,562,165
9/1/47	$853,000	$392,150	$119,000	$60,000	$102,229	$35,650	$0	$1,562,029
9/1/48	$903,000	$345,235	$126,000	$52,860	$104,274	$31,385	$0	$1,562,754
9/1/49	$956,000	$295,570	$134,000	$45,300	$106,359	$26,870	$0	$1,564,099
9/1/50	$1,012,000	$242,990	$142,000	$37,260	$108,486	$22,090	$0	$1,564,826
9/1/51	$1,071,000	$187,330	$150,000	$28,740	$110,656	$17,030	$0	$1,564,756
9/1/52	$1,134,000	$128,425	$160,000	$19,740	$112,869	$11,675	$0	$1,566,709
9/1/53	$1,201,000	$66,055	$169,000	$10,140	$72,454	$6,005	$0	$1,524,654
Total	**$17,966,000**	**$19,104,159**	**$2,632,000**	**$2,955,355**	**$2,513,786**	**$1,744,890**	**($133,256)**	**$46,782,933**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Initial Bonds. Interest is calculated using an interest rate of 4.500% per annum for years 1 through 8 (2023-2030), 5.375% per annum for years 9 through 21 (2031-2043), and 5.500% per annum for years 22 through 31 (2044-2053)
[3] For years 2024-2026, represents the principal and interest on the Improvement Area #1 Reimbursement Agreement using an interest rate of 6.020%. For years 2027-2053, represents the principal and interest on the Improvement Area #1 Additional Bonds. Interest is calculated using an estimated interest rate of 6.00%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Initial Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-2
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft Lot)**
Equivalent Units	**1.00**
Assessment	**$45,152.24**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$0	$292	$0	$0	$0	$0	($292)	$0
9/1/24	$559	$2,103	$83	$470	$89	$197	$0	$3,501
9/1/25	$585	$2,078	$90	$397	$91	$194	$0	$3,436
9/1/26	$612	$2,014	$327	$159	$93	$191	$0	$3,396
9/1/27	$642	$2,024	$90	$316	$151	$188	$0	$3,411
9/1/28	$671	$1,995	$94	$311	$154	$185	$0	$3,410
9/1/29	$704	$1,965	$96	$305	$157	$182	$0	$3,409
9/1/30	$737	$1,933	$105	$299	$160	$178	$0	$3,413
9/1/31	$772	$1,900	$110	$293	$163	$174	$0	$3,412
9/1/32	$815	$1,859	$114	$286	$167	$171	$0	$3,412
9/1/33	$859	$1,815	$121	$280	$170	$166	$0	$3,411
9/1/34	$908	$1,769	$127	$272	$173	$162	$0	$3,411
9/1/35	$960	$1,720	$134	$265	$177	$158	$0	$3,413
9/1/36	$1,015	$1,668	$142	$257	$180	$153	$0	$3,416
9/1/37	$1,072	$1,614	$149	$248	$184	$148	$0	$3,415
9/1/38	$1,131	$1,556	$158	$239	$188	$142	$0	$3,414
9/1/39	$1,197	$1,495	$167	$230	$191	$137	$0	$3,417
9/1/40	$1,265	$1,431	$178	$220	$195	$131	$0	$3,419
9/1/41	$1,335	$1,363	$186	$209	$199	$124	$0	$3,417
9/1/42	$1,412	$1,291	$197	$198	$203	$118	$0	$3,419
9/1/43	$1,493	$1,215	$208	$186	$207	$111	$0	$3,420
9/1/44	$1,576	$1,135	$221	$174	$211	$103	$0	$3,421
9/1/45	$1,668	$1,049	$232	$160	$215	$95	$0	$3,420
9/1/46	$1,767	$957	$248	$146	$220	$87	$0	$3,424
9/1/47	$1,870	$860	$261	$132	$224	$78	$0	$3,424
9/1/48	$1,979	$757	$276	$116	$229	$69	$0	$3,426
9/1/49	$2,096	$648	$294	$99	$233	$59	$0	$3,429
9/1/50	$2,218	$533	$311	$82	$238	$48	$0	$3,430
9/1/51	$2,348	$411	$329	$63	$243	$37	$0	$3,430
9/1/52	$2,486	$282	$351	$43	$247	$26	$0	$3,434
9/1/53	$2,633	$145	$370	$22	$159	$13	$0	$3,342
Total	**$39,383**	**$41,878**	**$5,770**	**$6,478**	**$5,510**	**$3,825**	**($292)**	**$102,551**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Initial Bonds. Interest is calculated using an interest rate of 4.500% per annum for years 1 through 8 (2023-2030), 5.375% per annum for years 9 through 21 (2031-2043), and 5.500% per annum for years 22 through 31 (2044-2053)
[3] For years 2024-2026, represents the principal and interest on the Improvement Area #1 Reimbursement Agreement using an interest rate of 6.020%. For years 2027-2053, represents the principal and interest on the Improvement Area #1 Additional Bonds. Interest is calculated using an estimated interest rate of 6.00%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Initial Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-3
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft Lot)**
Equivalent Units	**0.91**
Assessment	**$41,088.54**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$0	$266	$0	$0	$0	$0	($266)	$0
9/1/24	$509	$1,914	$76	$427	$81	$179	$0	$3,186
9/1/25	$533	$1,891	$82	$362	$83	$177	$0	$3,127
9/1/26	$557	$1,833	$297	$145	$85	$174	$0	$3,091
9/1/27	$584	$1,842	$82	$288	$137	$171	$0	$3,104
9/1/28	$610	$1,816	$86	$283	$140	$168	$0	$3,103
9/1/29	$640	$1,788	$88	$278	$143	$165	$0	$3,102
9/1/30	$670	$1,759	$96	$272	$146	$162	$0	$3,105
9/1/31	$702	$1,729	$100	$267	$149	$159	$0	$3,105
9/1/32	$742	$1,691	$104	$261	$152	$155	$0	$3,105
9/1/33	$782	$1,652	$110	$254	$155	$151	$0	$3,104
9/1/34	$826	$1,610	$116	$248	$158	$148	$0	$3,104
9/1/35	$874	$1,565	$122	$241	$161	$143	$0	$3,106
9/1/36	$924	$1,518	$130	$234	$164	$139	$0	$3,108
9/1/37	$975	$1,469	$136	$226	$167	$134	$0	$3,107
9/1/38	$1,029	$1,416	$144	$218	$171	$130	$0	$3,107
9/1/39	$1,089	$1,361	$152	$209	$174	$124	$0	$3,109
9/1/40	$1,151	$1,302	$162	$200	$178	$119	$0	$3,111
9/1/41	$1,215	$1,240	$170	$190	$181	$113	$0	$3,109
9/1/42	$1,285	$1,175	$180	$180	$185	$107	$0	$3,111
9/1/43	$1,358	$1,106	$190	$169	$188	$101	$0	$3,112
9/1/44	$1,434	$1,033	$201	$158	$192	$94	$0	$3,113
9/1/45	$1,518	$954	$211	$146	$196	$87	$0	$3,112
9/1/46	$1,608	$871	$225	$133	$200	$79	$0	$3,116
9/1/47	$1,702	$782	$237	$120	$204	$71	$0	$3,116
9/1/48	$1,801	$689	$251	$105	$208	$63	$0	$3,117
9/1/49	$1,907	$590	$267	$90	$212	$54	$0	$3,120
9/1/50	$2,019	$485	$283	$74	$216	$44	$0	$3,121
9/1/51	$2,136	$374	$299	$57	$221	$34	$0	$3,121
9/1/52	$2,262	$256	$319	$39	$225	$23	$0	$3,125
9/1/53	$2,396	$132	$337	$20	$145	$12	$0	$3,041
Total	**$35,838**	**$38,109**	**$5,250**	**$5,895**	**$5,014**	**$3,481**	**($266)**	**$93,322**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Initial Bonds. Interest is calculated using an interest rate of 4.500% per annum for years 1 through 8 (2023-2030), 5.375% per annum for years 9 through 21 (2031-2043), and 5.500% per annum for years 22 through 31 (2044-2053)
[3] For years 2024-2026, represents the principal and interest on the Improvement Area #1 Reimbursement Agreement using an interest rate of 6.020%. For years 2027-2053, represents the principal and interest on the Improvement Area #1 Additional Bonds. Interest is calculated using an estimated interest rate of 6.00%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Initial Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

Appendix H-4
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (40 Ft Lot)**
Equivalent Units	**0.60**
Assessment	**$27,091.34**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$0	$175	$0	$0	$0	$0	($175)	$0
9/1/24	$335	$1,262	$50	$282	$54	$118	$0	$2,101
9/1/25	$351	$1,247	$54	$238	$55	$116	$0	$2,062
9/1/26	$367	$1,209	$196	$96	$56	$115	$0	$2,038
9/1/27	$385	$1,214	$54	$190	$90	$113	$0	$2,047
9/1/28	$402	$1,197	$57	$186	$92	$111	$0	$2,046
9/1/29	$422	$1,179	$58	$183	$94	$109	$0	$2,045
9/1/30	$442	$1,160	$63	$180	$96	$107	$0	$2,048
9/1/31	$463	$1,140	$66	$176	$98	$105	$0	$2,047
9/1/32	$489	$1,115	$68	$172	$100	$102	$0	$2,047
9/1/33	$516	$1,089	$72	$168	$102	$100	$0	$2,046
9/1/34	$545	$1,061	$76	$163	$104	$97	$0	$2,047
9/1/35	$576	$1,032	$80	$159	$106	$95	$0	$2,048
9/1/36	$609	$1,001	$85	$154	$108	$92	$0	$2,049
9/1/37	$643	$968	$89	$149	$110	$89	$0	$2,049
9/1/38	$679	$934	$95	$144	$113	$85	$0	$2,049
9/1/39	$718	$897	$100	$138	$115	$82	$0	$2,050
9/1/40	$759	$859	$107	$132	$117	$78	$0	$2,051
9/1/41	$801	$818	$112	$125	$119	$75	$0	$2,050
9/1/42	$847	$775	$118	$119	$122	$71	$0	$2,051
9/1/43	$896	$729	$125	$112	$124	$66	$0	$2,052
9/1/44	$946	$681	$133	$104	$127	$62	$0	$2,052
9/1/45	$1,001	$629	$139	$96	$129	$57	$0	$2,052
9/1/46	$1,060	$574	$149	$88	$132	$52	$0	$2,055
9/1/47	$1,122	$516	$157	$79	$134	$47	$0	$2,054
9/1/48	$1,188	$454	$166	$70	$137	$41	$0	$2,055
9/1/49	$1,257	$389	$176	$60	$140	$35	$0	$2,057
9/1/50	$1,331	$320	$187	$49	$143	$29	$0	$2,058
9/1/51	$1,409	$246	$197	$38	$146	$22	$0	$2,058
9/1/52	$1,491	$169	$210	$26	$148	$15	$0	$2,061
9/1/53	$1,580	$87	$222	$13	$95	$8	$0	$2,005
Total	**$23,630**	**$25,127**	**$3,462**	**$3,887**	**$3,306**	**$2,295**	**($175)**	**$61,531**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Initial Bonds. Interest is calculated using an interest rate of 4.500% per annum for years 1 through 8 (2023-2030), 5.375% per annum for years 9 through 21 (2031-2043), and 5.500% per annum for years 22 through 31 (2044-2053)
[3] For years 2024-2026, represents the principal and interest on the Improvement Area #1 Reimbursement Agreement using an interest rate of 6.020%. For years 2027-2053, represents the principal and interest on the Improvement Area #1 Additional Bonds. Interest is calculated using an estimated interest rate of 6.00%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Improvement Area #1 Initial Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #1 Bonds.

APPENDIX I-1
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix I-1
Proposed Improvement Area #2 Assessment Roll

Parcel	**All Parcels**
Units	**227.80**
Assessment	**$5,448,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/26	$0	$168,207	$0	$0	($168,207)	$0
9/1/27	$44,000	$354,120	$51,000	$27,240	($144,885)	$331,475
9/1/28	$78,000	$351,260	$52,020	$27,020	$0	$508,300
9/1/29	$83,000	$346,190	$53,060	$26,630	$0	$508,880
9/1/30	$87,000	$340,795	$54,122	$26,215	$0	$508,132
9/1/31	$92,000	$335,140	$55,204	$25,780	$0	$508,124
9/1/32	$98,000	$329,160	$56,308	$25,320	$0	$508,788
9/1/33	$104,000	$322,790	$57,434	$24,830	$0	$509,054
9/1/34	$109,000	$316,030	$58,583	$24,310	$0	$507,923
9/1/35	$116,000	$308,945	$59,755	$23,765	$0	$508,465
9/1/36	$123,000	$301,405	$60,950	$23,185	$0	$508,540
9/1/37	$131,000	$293,410	$62,169	$22,570	$0	$509,149
9/1/38	$138,000	$284,895	$63,412	$21,915	$0	$508,222
9/1/39	$147,000	$275,925	$64,680	$21,225	$0	$508,830
9/1/40	$156,000	$266,370	$65,974	$20,490	$0	$508,834
9/1/41	$165,000	$256,230	$67,293	$19,710	$0	$508,233
9/1/42	$175,000	$245,505	$68,639	$18,885	$0	$508,029
9/1/43	$187,000	$234,130	$70,012	$18,010	$0	$509,152
9/1/44	$198,000	$221,975	$71,412	$17,075	$0	$508,462
9/1/45	$211,000	$209,105	$72,841	$16,085	$0	$509,031
9/1/46	$224,000	$195,390	$74,297	$15,030	$0	$508,717
9/1/47	$238,000	$180,830	$75,783	$13,910	$0	$508,523
9/1/48	$253,000	$165,360	$77,299	$12,720	$0	$508,379
9/1/49	$269,000	$148,915	$78,845	$11,455	$0	$508,215
9/1/50	$286,000	$131,430	$80,422	$10,110	$0	$507,962
9/1/51	$305,000	$112,840	$82,030	$8,680	$0	$508,550
9/1/52	$325,000	$93,015	$83,671	$7,155	$0	$508,841
9/1/53	$346,000	$71,890	$85,344	$5,530	$0	$508,764
9/1/54	$368,000	$49,400	$87,051	$3,800	$0	$508,251
9/1/55	$392,000	$25,480	$88,792	$1,960	$0	$508,232
Total	**$5,448,000**	**$6,936,137**	**$1,978,404**	**$520,610**	**($313,092)**	**$14,570,059**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.

[2]Represents the principal and interest on the Improvement Area #2 Bonds. Includes the Phase #3 Assessments and the Phase #4 Assessments. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

APPENDIX I-2
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL – PHASE #3

Appendix I-2
Proposed Improvement Area #2 Assessment Roll – Phase #3

Parcel	**2841668**
Units	**93.00**
Assessment	**$2,229,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/26	$0	$68,820	$0	$0	($68,820)	$0
9/1/27	$0	$144,885	$20,867	$11,145	($144,885)	$32,012
9/1/28	$32,000	$144,885	$21,285	$11,145	$0	$209,315
9/1/29	$34,000	$142,805	$21,710	$10,985	$0	$209,500
9/1/30	$36,000	$140,595	$22,144	$10,815	$0	$209,554
9/1/31	$38,000	$138,255	$22,587	$10,635	$0	$209,477
9/1/32	$40,000	$135,785	$23,039	$10,445	$0	$209,269
9/1/33	$43,000	$133,185	$23,500	$10,245	$0	$209,930
9/1/34	$45,000	$130,390	$23,970	$10,030	$0	$209,390
9/1/35	$48,000	$127,465	$24,449	$9,805	$0	$209,719
9/1/36	$51,000	$124,345	$24,938	$9,565	$0	$209,848
9/1/37	$54,000	$121,030	$25,437	$9,310	$0	$209,777
9/1/38	$57,000	$117,520	$25,946	$9,040	$0	$209,506
9/1/39	$61,000	$113,815	$26,465	$8,755	$0	$210,035
9/1/40	$64,000	$109,850	$26,994	$8,450	$0	$209,294
9/1/41	$68,000	$105,690	$27,534	$8,130	$0	$209,354
9/1/42	$72,000	$101,270	$28,084	$7,790	$0	$209,144
9/1/43	$77,000	$96,590	$28,646	$7,430	$0	$209,666
9/1/44	$82,000	$91,585	$29,219	$7,045	$0	$209,849
9/1/45	$87,000	$86,255	$29,803	$6,635	$0	$209,693
9/1/46	$92,000	$80,600	$30,400	$6,200	$0	$209,200
9/1/47	$98,000	$74,620	$31,008	$5,740	$0	$209,368
9/1/48	$104,000	$68,250	$31,628	$5,250	$0	$209,128
9/1/49	$111,000	$61,490	$32,260	$4,730	$0	$209,480
9/1/50	$118,000	$54,275	$32,905	$4,175	$0	$209,355
9/1/51	$126,000	$46,605	$33,564	$3,585	$0	$209,754
9/1/52	$134,000	$38,415	$34,235	$2,955	$0	$209,605
9/1/53	$143,000	$29,705	$34,919	$2,285	$0	$209,909
9/1/54	$152,000	$20,410	$35,618	$1,570	$0	$209,598
9/1/55	$162,000	$10,530	$36,330	$810	$0	$209,670
Total	**$2,229,000**	**$2,859,920**	**$809,484**	**$214,700**	**($213,705)**	**$5,899,399**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.

[2]Represents the principal and interest on the Phase #3 Assessments securing the Improvement Area #2 Bonds. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

Appendix I-2
Improvement Area #2 Assessment Roll – Phase #3 by Lot Type

Lot Type	**Single-Family - 60 Ft**
Equivalent Unit	**1.00**
Assessment	**$23,967.74**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/26	$0	$740	$0	$0	($740)	$0
9/1/27	$0	$1,558	$224	$120	($1,558)	$344
9/1/28	$344	$1,558	$229	$120	$0	$2,251
9/1/29	$366	$1,536	$233	$118	$0	$2,253
9/1/30	$387	$1,512	$238	$116	$0	$2,253
9/1/31	$409	$1,487	$243	$114	$0	$2,252
9/1/32	$430	$1,460	$248	$112	$0	$2,250
9/1/33	$462	$1,432	$253	$110	$0	$2,257
9/1/34	$484	$1,402	$258	$108	$0	$2,252
9/1/35	$516	$1,371	$263	$105	$0	$2,255
9/1/36	$548	$1,337	$268	$103	$0	$2,256
9/1/37	$581	$1,301	$274	$100	$0	$2,256
9/1/38	$613	$1,264	$279	$97	$0	$2,253
9/1/39	$656	$1,224	$285	$94	$0	$2,258
9/1/40	$688	$1,181	$290	$91	$0	$2,250
9/1/41	$731	$1,136	$296	$87	$0	$2,251
9/1/42	$774	$1,089	$302	$84	$0	$2,249
9/1/43	$828	$1,039	$308	$80	$0	$2,254
9/1/44	$882	$985	$314	$76	$0	$2,256
9/1/45	$935	$927	$320	$71	$0	$2,255
9/1/46	$989	$867	$327	$67	$0	$2,249
9/1/47	$1,054	$802	$333	$62	$0	$2,251
9/1/48	$1,118	$734	$340	$56	$0	$2,249
9/1/49	$1,194	$661	$347	$51	$0	$2,252
9/1/50	$1,269	$584	$354	$45	$0	$2,251
9/1/51	$1,355	$501	$361	$39	$0	$2,255
9/1/52	$1,441	$413	$368	$32	$0	$2,254
9/1/53	$1,538	$319	$375	$25	$0	$2,257
9/1/54	$1,634	$219	$383	$17	$0	$2,254
9/1/55	$1,742	$113	$391	$9	$0	$2,255
Total	**$23,968**	**$30,752**	**$8,704**	**$2,309**	**($2,298)**	**$63,434**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.

[2]Represents the principal and interest on the Phase #3 Assessments securing the Improvement Area #2 Bonds. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

APPENDIX I-3
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL – PHASE #4

Appendix I-3
Proposed Improvement Area #2 Assessment Roll – Phase #4

Parcel	**All Parcels**
Units	**134.80**
Assessment	**$3,219,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/26	$0	$99,387	$0	$0	($99,387)	$0
9/1/27	$44,000	$209,235	$30,133	$16,095	$0	$299,463
9/1/28	$46,000	$206,375	$30,735	$15,875	$0	$298,985
9/1/29	$49,000	$203,385	$31,350	$15,645	$0	$299,380
9/1/30	$51,000	$200,200	$31,977	$15,400	$0	$298,577
9/1/31	$54,000	$196,885	$32,617	$15,145	$0	$298,647
9/1/32	$58,000	$193,375	$33,269	$14,875	$0	$299,519
9/1/33	$61,000	$189,605	$33,934	$14,585	$0	$299,124
9/1/34	$64,000	$185,640	$34,613	$14,280	$0	$298,533
9/1/35	$68,000	$181,480	$35,305	$13,960	$0	$298,745
9/1/36	$72,000	$177,060	$36,012	$13,620	$0	$298,692
9/1/37	$77,000	$172,380	$36,732	$13,260	$0	$299,372
9/1/38	$81,000	$167,375	$37,466	$12,875	$0	$298,716
9/1/39	$86,000	$162,110	$38,216	$12,470	$0	$298,796
9/1/40	$92,000	$156,520	$38,980	$12,040	$0	$299,540
9/1/41	$97,000	$150,540	$39,760	$11,580	$0	$298,880
9/1/42	$103,000	$144,235	$40,555	$11,095	$0	$298,885
9/1/43	$110,000	$137,540	$41,366	$10,580	$0	$299,486
9/1/44	$116,000	$130,390	$42,193	$10,030	$0	$298,613
9/1/45	$124,000	$122,850	$43,037	$9,450	$0	$299,337
9/1/46	$132,000	$114,790	$43,898	$8,830	$0	$299,518
9/1/47	$140,000	$106,210	$44,776	$8,170	$0	$299,156
9/1/48	$149,000	$97,110	$45,671	$7,470	$0	$299,251
9/1/49	$158,000	$87,425	$46,585	$6,725	$0	$298,735
9/1/50	$168,000	$77,155	$47,516	$5,935	$0	$298,606
9/1/51	$179,000	$66,235	$48,467	$5,095	$0	$298,797
9/1/52	$191,000	$54,600	$49,436	$4,200	$0	$299,236
9/1/53	$203,000	$42,185	$50,425	$3,245	$0	$298,855
9/1/54	$216,000	$28,990	$51,433	$2,230	$0	$298,653
9/1/55	$230,000	$14,950	$52,462	$1,150	$0	$298,562
Total	**$3,219,000**	**$4,076,217**	**$1,168,920**	**$305,910**	**($99,387)**	**$8,670,660**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.

[2]Represents the principal and interest on the Phase #4 Assessments securing the Improvement Area #2 Bonds. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

Appendix I-3
Improvement Area #2 Assessment Roll – Phase #4 by Lot Type

Lot Type	**Single-Family - 60 Ft**
Equivalent Unit	**1.00**
Assessment	**$23,879.82**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Capitalized Interest	Total Annual Installment
9/1/26	$0	$737	$0	$0	($737)	$0
9/1/27	$326	$1,552	$224	$119	$0	$2,222
9/1/28	$341	$1,531	$228	$118	$0	$2,218
9/1/29	$364	$1,509	$233	$116	$0	$2,221
9/1/30	$378	$1,485	$237	$114	$0	$2,215
9/1/31	$401	$1,461	$242	$112	$0	$2,215
9/1/32	$430	$1,435	$247	$110	$0	$2,222
9/1/33	$453	$1,407	$252	$108	$0	$2,219
9/1/34	$475	$1,377	$257	$106	$0	$2,215
9/1/35	$504	$1,346	$262	$104	$0	$2,216
9/1/36	$534	$1,314	$267	$101	$0	$2,216
9/1/37	$571	$1,279	$272	$98	$0	$2,221
9/1/38	$601	$1,242	$278	$96	$0	$2,216
9/1/39	$638	$1,203	$283	$93	$0	$2,217
9/1/40	$682	$1,161	$289	$89	$0	$2,222
9/1/41	$720	$1,117	$295	$86	$0	$2,217
9/1/42	$764	$1,070	$301	$82	$0	$2,217
9/1/43	$816	$1,020	$307	$78	$0	$2,222
9/1/44	$861	$967	$313	$74	$0	$2,215
9/1/45	$920	$911	$319	$70	$0	$2,221
9/1/46	$979	$852	$326	$66	$0	$2,222
9/1/47	$1,039	$788	$332	$61	$0	$2,219
9/1/48	$1,105	$720	$339	$55	$0	$2,220
9/1/49	$1,172	$649	$346	$50	$0	$2,216
9/1/50	$1,246	$572	$352	$44	$0	$2,215
9/1/51	$1,328	$491	$360	$38	$0	$2,217
9/1/52	$1,417	$405	$367	$31	$0	$2,220
9/1/53	$1,506	$313	$374	$24	$0	$2,217
9/1/54	$1,602	$215	$382	$17	$0	$2,216
9/1/55	$1,706	$111	$389	$9	$0	$2,215
Total	**$23,880**	**$30,239**	**$8,672**	**$2,269**	**($737)**	**$64,322**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.

[2]Represents the principal and interest on the Phase #4 Assessments securing the Improvement Area #2 Bonds. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

Appendix I-3
Improvement Area #2 Assessment Roll – Phase #4 by Lot Type

Lot Type	**Single-Family - 55 Ft**
Equivalent Unit	**0.86**
Assessment	**$20,536.65**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Capitalized Interest	Total Annual Installment
9/1/26	$0	$634	$0	$0	($634)	$0
9/1/27	$281	$1,335	$192	$103	$0	$1,911
9/1/28	$293	$1,317	$196	$101	$0	$1,907
9/1/29	$313	$1,298	$200	$100	$0	$1,910
9/1/30	$325	$1,277	$204	$98	$0	$1,905
9/1/31	$345	$1,256	$208	$97	$0	$1,905
9/1/32	$370	$1,234	$212	$95	$0	$1,911
9/1/33	$389	$1,210	$216	$93	$0	$1,908
9/1/34	$408	$1,184	$221	$91	$0	$1,905
9/1/35	$434	$1,158	$225	$89	$0	$1,906
9/1/36	$459	$1,130	$230	$87	$0	$1,906
9/1/37	$491	$1,100	$234	$85	$0	$1,910
9/1/38	$517	$1,068	$239	$82	$0	$1,906
9/1/39	$549	$1,034	$244	$80	$0	$1,906
9/1/40	$587	$999	$249	$77	$0	$1,911
9/1/41	$619	$960	$254	$74	$0	$1,907
9/1/42	$657	$920	$259	$71	$0	$1,907
9/1/43	$702	$877	$264	$67	$0	$1,911
9/1/44	$740	$832	$269	$64	$0	$1,905
9/1/45	$791	$784	$275	$60	$0	$1,910
9/1/46	$842	$732	$280	$56	$0	$1,911
9/1/47	$893	$678	$286	$52	$0	$1,909
9/1/48	$951	$620	$291	$48	$0	$1,909
9/1/49	$1,008	$558	$297	$43	$0	$1,906
9/1/50	$1,072	$492	$303	$38	$0	$1,905
9/1/51	$1,142	$423	$309	$33	$0	$1,906
9/1/52	$1,219	$348	$315	$27	$0	$1,909
9/1/53	$1,295	$269	$322	$21	$0	$1,907
9/1/54	$1,378	$185	$328	$14	$0	$1,905
9/1/55	$1,467	$95	$335	$7	$0	$1,905
Total	**$20,537**	**$26,006**	**$7,458**	**$1,952**	**($634)**	**$55,317**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #2 Bonds.
[2]Represents the principal and interest on the Phase #4 Assessments securing the Improvement Area #2 Bonds. Interest is calculated using an estimated interest rate of 6.50% per annum for years 1 through 30 (2026-2055).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2026 are being funded with Improvement Area #2 Bond proceeds.

Appendix I-3-1
Improvement Area #2 - Phase #4 Assessment Roll Summary

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment
2966051	55'	0.86	$20,536.65
2966052	55'	0.86	$20,536.65
2966055	55'	0.86	$20,536.65
2966056	55'	0.86	$20,536.65
2966057	55'	0.86	$20,536.65
2966058	55'	0.86	$20,536.65
2966059	55'	0.86	$20,536.65
2966060	55'	0.86	$20,536.65
2966061	55'	0.86	$20,536.65
2966062	55'	0.86	$20,536.65
2966063	55'	0.86	$20,536.65
2966064	55'	0.86	$20,536.65
2966065	55'	0.86	$20,536.65
2966066	55'	0.86	$20,536.65
2966067	55'	0.86	$20,536.65
2966068	55'	0.86	$20,536.65
2966069	55'	0.86	$20,536.65
2966070	55'	0.86	$20,536.65
2966071	55'	0.86	$20,536.65
2966072	55'	0.86	$20,536.65
2966073	55'	0.86	$20,536.65
2966074	55'	0.86	$20,536.65
2966075	55'	0.86	$20,536.65
2966076	55'	0.86	$20,536.65
2966077	55'	0.86	$20,536.65
2966078	55'	0.86	$20,536.65
2966079	55'	0.86	$20,536.65
2966080	55'	0.86	$20,536.65
2966081	55'	0.86	$20,536.65
2966082	55'	0.86	$20,536.65
2966083	55'	0.86	$20,536.65
2966084	55'	0.86	$20,536.65
2966085	55'	0.86	$20,536.65
2966086	55'	0.86	$20,536.65
2966087	55'	0.86	$20,536.65
2966088	55'	0.86	$20,536.65
2966089	55'	0.86	$20,536.65
2966090	55'	0.86	$20,536.65
2966091	55'	0.86	$20,536.65

Appendix I-3-1
Improvement Area #2 - Phase #4 Assessment Roll Summary

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment
2966092	55'	0.86	$20,536.65
2966093	55'	0.86	$20,536.65
2966094	55'	0.86	$20,536.65
2966095	55'	0.86	$20,536.65
2966096	55'	0.86	$20,536.65
2966097	55'	0.86	$20,536.65
2966098	55'	0.86	$20,536.65
2966099	55'	0.86	$20,536.65
2966100	55'	0.86	$20,536.65
2966101	55'	0.86	$20,536.65
2966102	55'	0.86	$20,536.65
2966103	55'	0.86	$20,536.65
2966104	55'	0.86	$20,536.65
2966105	55'	0.86	$20,536.65
2966106	55'	0.86	$20,536.65
2966107	55'	0.86	$20,536.65
2966108	55'	0.86	$20,536.65
2966109	55'	0.86	$20,536.65
2966110	55'	0.86	$20,536.65
2966111	55'	0.86	$20,536.65
2966112	55'	0.86	$20,536.65
2966113	55'	0.86	$20,536.65
2966114	55'	0.86	$20,536.65
2966115	55'	0.86	$20,536.65
2966116	55'	0.86	$20,536.65
2966117	55'	0.86	$20,536.65
2966118	55'	0.86	$20,536.65
2966119	55'	0.86	$20,536.65
2966120	55'	0.86	$20,536.65
2966121	55'	0.86	$20,536.65
2966122	55'	0.86	$20,536.65
2966123	55'	0.86	$20,536.65
2966124	55'	0.86	$20,536.65
2966125	55'	0.86	$20,536.65
2966126	55'	0.86	$20,536.65
2966127	55'	0.86	$20,536.65
2966128	55'	0.86	$20,536.65
2966130	55'	0.86	$20,536.65
2966131	55'	0.86	$20,536.65

Appendix I-3-1
Improvement Area #2 - Phase #4 Assessment Roll Summary

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment
2966132	55'	0.86	$20,536.65
2966133	55'	0.86	$20,536.65
2966134	55'	0.86	$20,536.65
2966135	55'	0.86	$20,536.65
2966136	55'	0.86	$20,536.65
2966137	55'	0.86	$20,536.65
2966138	55'	0.86	$20,536.65
2966139	60'	1.00	$23,879.82
2966140	60'	1.00	$23,879.82
2966141	60'	1.00	$23,879.82
2966142	60'	1.00	$23,879.82
2966143	60'	1.00	$23,879.82
2966144	60'	1.00	$23,879.82
2966145	60'	1.00	$23,879.82
2966146	60'	1.00	$23,879.82
2966147	60'	1.00	$23,879.82
2966148	60'	1.00	$23,879.82
2966149	55'	0.86	$20,536.65
2966150	55'	0.86	$20,536.65
2966151	55'	0.86	$20,536.65
2966152	55'	0.86	$20,536.65
2966153	55'	0.86	$20,536.65
2966154	55'	0.86	$20,536.65
2966155	55'	0.86	$20,536.65
2966156	55'	0.86	$20,536.65
2966157	55'	0.86	$20,536.65
2966158	55'	0.86	$20,536.65
2966159	55'	0.86	$20,536.65
2966160	55'	0.86	$20,536.65
2966161	55'	0.86	$20,536.65
2966162	55'	0.86	$20,536.65
2966163	55'	0.86	$20,536.65
2966164	55'	0.86	$20,536.65
2966165	55'	0.86	$20,536.65
2966166	55'	0.86	$20,536.65
2966167	55'	0.86	$20,536.65
2966168	55'	0.86	$20,536.65
2966169	55'	0.86	$20,536.65
2966170	55'	0.86	$20,536.65

Appendix I-3-1
Improvement Area #2 - Phase #4 Assessment Roll Summary

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment
2966171	55'	0.86	$20,536.65
2966172	55'	0.86	$20,536.65
2966175	55'	0.86	$20,536.65
2966176	55'	0.86	$20,536.65
2966177	55'	0.86	$20,536.65
2966178	55'	0.86	$20,536.65
2966179	55'	0.86	$20,536.65
2966180	55'	0.86	$20,536.65
2966181	55'	0.86	$20,536.65
2966182	55'	0.86	$20,536.65
2966183	55'	0.86	$20,536.65
2966184	55'	0.86	$20,536.65
2966185	55'	0.86	$20,536.65
2966186	60'	1.00	$23,879.82
2966187	60'	1.00	$23,879.82
2966188	60'	1.00	$23,879.82
2966189	60'	1.00	$23,879.82
2966190	60'	1.00	$23,879.82
2966191	60'	1.00	$23,879.82
2966192	60'	1.00	$23,879.82
2966193	60'	1.00	$23,879.82
2966194	60'	1.00	$23,879.82
2966195	60'	1.00	$23,879.82
2966196	60'	1.00	$23,879.82
2966197	60'	1.00	$23,879.82
2966198	60'	1.00	$23,879.82
2966200	55'	0.86	$20,536.65
2966201	55'	0.86	$20,536.65
2966202	55'	0.86	$20,536.65
2966203	55'	0.86	$20,536.65
2966204	55'	0.86	$20,536.65
2966205	55'	0.86	$20,536.65
2966206	55'	0.86	$20,536.65
2966207	55'	0.86	$20,536.65
2966208	55'	0.86	$20,536.65
2966209	55'	0.86	$20,536.65
2966210	Open Space	Open Space	$0.00
2966212	Open Space	Open Space	$0.00
2966213	Open Space	Open Space	$0.00

Appendix I-3-1
Improvement Area #2 - Phase #4 Assessment Roll Summary

Parcel ID	Lot Type	Equivalent Units	Outstanding Assessment
2966214	Open Space	Open Space	$0.00
2966215	Open Space	Open Space	$0.00
2966217	Open Space	Open Space	$0.00
Total			**$3,219,000.00**

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT two public hearings will be conducted by the City Council of the City of Celina, Texas on March 10, 2026 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearings will be held to consider proposed assessments to be levied against the assessable property within Phase #3 and Phase #4 of the Cross Creek Meadows Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The general nature of the proposed improvements to be undertaken at this time for the benefit of "Phase #3" within the District (the "Phase #3 Improvements") include (i) roadway, water, sanitary sewer system, storm drainage system improvements, and related soft costs that benefit Phase #3; (ii) payment of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within Phase #3 of the District.

The total costs of the Phase #3 Improvements are estimated to be approximately $4,734,528.

The general nature of the proposed improvements to be undertaken at this time for the benefit of "Phase #4" within the District (the "Phase #4 Improvements") include (i) roadway, water, sanitary sewer system, storm drainage system improvements, and related soft costs that benefit Phase #4; (ii) payment of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within Phase #4 of the District.

The total costs of the Phase #4 Improvements are estimated to be approximately $5,236,376.

The boundaries of the District include approximately 245.241 acres of property generally located north of County Road 90 and near the intersection of County Road 90 and County Road 92, located within the corporate limits of the City, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed (i) Improvement Area #2 Assessment Roll - Phase #3, which includes the assessments proposed to be levied against each parcel of land within Phase #3 of the District that benefits from the Phase #3 Improvements and (ii) Improvement Area #2 Assessment Roll -

Phase #4, which includes the assessments proposed to be levied against each parcel of land within Phase #4 of the District that benefits from the Phase #4 Improvements are available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

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: February 10, 2026

Agenda Item:
Consider and act upon a Resolution to approve the selection of an artist and an initial concept for the digital mural for the interior of the Downtown Center. (Kearney)

Background Information:
This item approves artist John Bramblitt and his initial concept for the digital mural in the Downtown Center, as recommended by the Arts and Culture Board subcommittee for art selection.

On March 11, 2025, City Council approved art projects for the interior and exterior of the Downtown Center, creating two art selection subcommittees. City Council appointed Council Member Wendie Wigginton to serve on the interior selection committee and Deputy Mayor Pro Tem Brandon Grumbles to serve on the exterior selection committee.

One of the approved projects on the interior of the building is a digital mural that will be printed on acoustic panels. It will be located on the wall next to the main entrance of the building from N Colorado St. The mural will extend from the first floor down the stairs into the children's library area.

The interior subcommittee met to develop a Call for Artists that provided a vision for a vibrant, modern, and colorful digital mural that will serve as the centerpiece of the Downtown Center's interior, celebrating the City’s unique identity, history, small town character, and growth. The subcommittee wanted artwork that would resonate with residents and visitors, fostering a sense of pride and connection while enhancing the aesthetic environment of this new civic space. Artists were asked to incorporate at least one of the following key elements: Celina water tower, train, downtown square, books/library, legacy, agriculture, and sunrises/sunsets.

The City received 24 responses to the Call for Artists. The subcommittee evaluated all submissions and selected two finalists for interviews. After interviews, the subcommittee selected John

Bramblitt as the recommended artist for the project, along with his initial concept.

John Bramblitt is a local artist from Denton, TX. He is internationally recognized for his vibrant paintings and murals, which have been sold in more than 120 countries. His work blends bright color, emotional depth, and imaginative interpretation. He has been commissioned for major public murals in New York City, Dallas, Garland, and Fate. He is known as the first blind muralist in the world, developing a unique tactile technique that uses raised lines and textured paints so he can "see" through touch. In addition to creating art, he teaches inclusive art workshops and consults with museums on accessibility and adaptive art programming.

His initial concept includes imagery of a sunrise/sunset, water tower, train, books, and Downtown Celina. While the concept is a sketch, the artist proposes a painting on canvass(es), which will be digitized through photography. He plans for the colors to be more vibrant and to refine several components in coordination with the subcommittee, Arts and Culture Board, and City Council. The artist is open to feedback and plans a collaborative process to refine the concept into final form.

Upon approval by City Council, the selection subcommittee will meet with the artist to begin the refining process. The City has requested for the artist to bring a refined concept to the Arts and Culture Board and City Council in March. Once the concept has been finalized, the artist will complete the painting. The Arts and Culture Board and City Council will consider acceptance of the painting at their meetings in April.

Staff will convene meetings with the selection committee for exterior murals for the Downtown Center in the coming weeks to kickoff the artist selection process for those components.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
The estimated contract price is $15,000.

Staff Recommendation:
The art selection subcommittee of the Arts and Culture Board recommends approval. Staff recommends approval.



Artist Selection

February 10, 2026

CELINA TEXAS Life Connected.

Overview

Approved Downtown Center Art Projects

- Interior Projects - glass etching and digital mural
- Exterior Projects - murals

Approved Glass Etching Design

- Natural wheat theme

Launched Digital Mural Project

- Print on acoustic panels
- 1st floor and basement
- Main entry from N Colorado St.

Call for Artists

- Posted to Call for Entry (CaFE)
- Provided direction for vision, style, message, key elements, and color pallette
- Received 24 submissions

Artist Selection

- Subcommittee recommending finalist
- Arts and Culture Board to consider recommending finalist
- City Council must approve all artists

Digital Mural Overview

- Significant artwork for the building

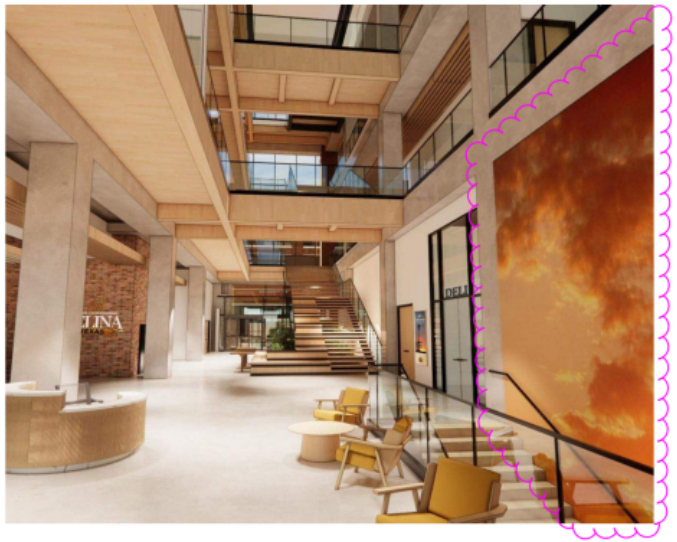
  Located at the main entrance extending from the first floor down the stairs into the basemet

- Digital image will be printed on acoustic panels

  Acoustic panels help absorb noise

  Mural provides aesthetic appeal









Vision

Outcome

- Visually Striking
- Modern
- Cohesively move from first floor to basement

Style

- Modern
- Dynamic
- Diverse appeal
- Vibrant colors

Message

- Journey
- Connect heritage to future
- Community & small town character
- Tradition & shared experiences
- Growth

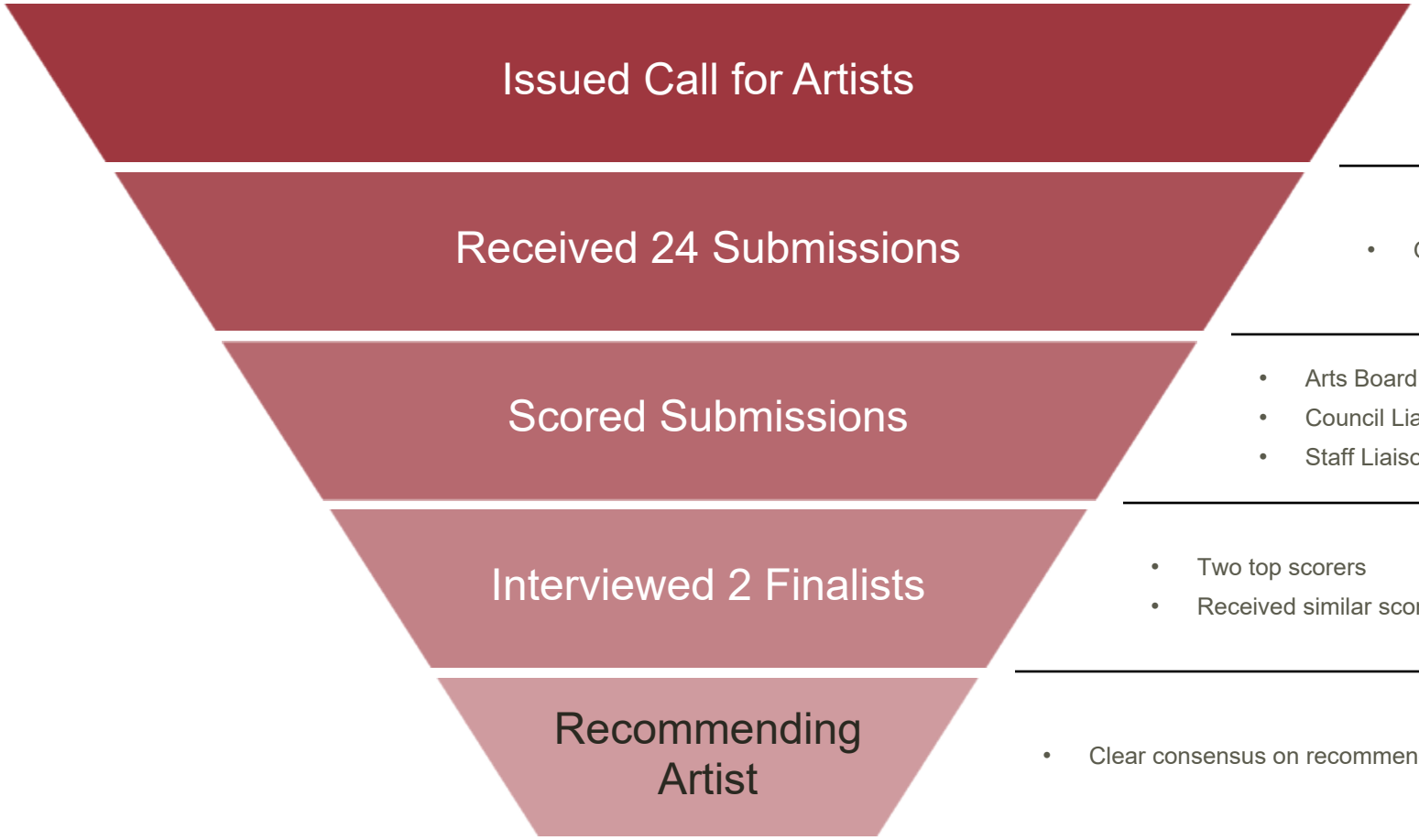
Key Elements

- Water tower
- Train
- Downtown Square
- Books/Library
- Sunrise/Sunset
- Legacy/agriculture

Color Palette

- Bold
- Vibrant
- Varied
- Darker colors in basement

Process to Date



- Advertised Call for Artist
- CaFE - national call for artist portal
- Provided vision and requirements to artists

- Great response from the art community

- Arts Board: Gina Overstreet, Brian Bender, and Kim Benton
- Council Liaison: Wendie Wigginton
- Staff Liaison: Barbara Hoskins

- Two top scorers
- Received similar scores - clear finalists

- Clear consensus on recommended Artist

John Bramblitt

- Local artist from Denton
- Internationally recognized for vibrant paintings and murals
- Public mural experience
  - New York City
  - Dallas
  - Garland
  - Fate
- Experience working with major American brands on special art projects
- Known as “first blind muralist”
- Teaches inclusive art workshops and consults with museums on accessibility and adaptive art programming



Preliminary Concept



- Sketch – planning a painting on canvass digitized through photography
- Plans to use more vibrant colors
- Open to feedback, input, changes – not final design
- Artist wants an iterative process with input along the way

Key Elements



Sunrise/Sunset

Dramatic sky with vibrant colors



Agricultural Legacy

Fields and barns in the distance



Downtown Celina

Bustling downtown with families and tents setup for Friday Night Market



Water Tower

Will request to update to look like the Downtown Celina water tower



Books

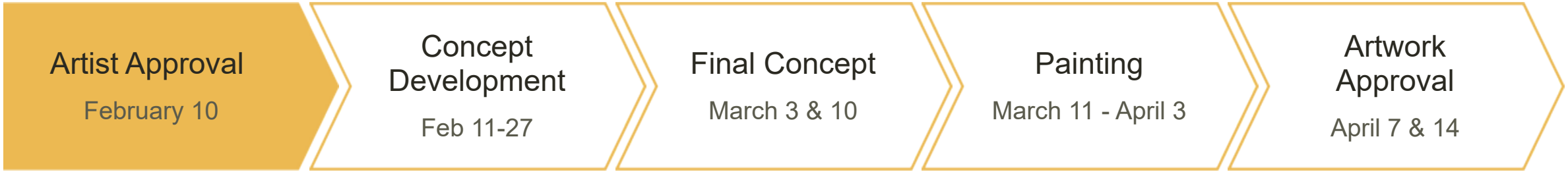
Stacks of books and people reading



Train

Train traveling through farmland and the town

Next steps



- Consider artist approval
- Council required to approve all artists

- Collect feedback and input from stakeholders
- Stakeholder meetings with artist
- Artist refines and develops concept

- Present final concept to Arts & Culture Board
- Present final concept to City Council

- Artist paints final artwork
- Artist digitizes painting

- Arts & Culture Board considers approval of final artwork
- City Council considers approval of final artwork

Downtown Center Exterior Projects



- Staff will launch exterior projects in February
- Subcommittee will meet and follow a similar process to select an artist or artists

  Council Member Brandon Grumbles is the Council Liaison
- Arts and Culture Board considering a Celina 150-themed mural on parking garage



Questions?

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING JOHN BRAMBLITT AS THE ARTIST FOR THE DIGITAL MURAL IN THE DOWNTOWN CENTER AND THE INITIAL DESIGN CONCEPT.

WHEREAS, the City of Celina ("City") is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City desires to enhance community aesthetics, promote economic development, and develop as a unique city; and

WHEREAS, the City established the Arts and Culture Board and the City's public art program by Ordinance Number 2020-13 and Ordinance Number 2023-69R; and

WHEREAS, the City is constructing the Downtown Center, which will be a significant civic building in Downtown Celina; and

WHEREAS, the City identified funding for public art projects as a part of the construction of the Downtown Center; and

WHEREAS, one of the public art projects for the Downtown Center is a digital mural to be printed on acoustic panels placed on the first floor and basement of the building; and

WHEREAS, the art selection subcommittee of the Arts and Culture Board with one City Council liaison evaluated 24 submissions from the Call for Artists for the project; and

WHEREAS, the art selection subcommittee interviewed two finalists for the mural; and

WHEREAS, the art selection subcommittee recommends John Bramblitt as the artist for the project; and

WHEREAS, John Bramblitt is a world-renowned artist and muralist who has completed public murals and a variety of art and designs for major brands; and

WHEREAS, the preliminary concept design seeks to honor Celina's past and point to its future using vibrant colors and key City imagery; and

WHEREAS, the preliminary concept design is a sketch, but the final piece will be a painting on canvass that will be photographed to form a digital file; and

WHEREAS, City Council approves public art concepts and artists; and

WHEREAS, the City Council desires to approve John Bramblitt and his preliminary concept design.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves John Bramblitt as the artist for the digital mural project.

SECTION 3. The City Council hereby approves the preliminary concept design proposed by John Bramblitt (EXHIBIT A), which will be refined from feedback from the subcommittee, Arts and Culture Board, and City Council and will ultimately be a painting on canvass that will be converted to a digital format through photography.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of February 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
APPROVED PRELIMINARY CONCEPT DESIGN FOR DIGITAL MURAL IN THE DOWNTOWN CENTER

